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Title: **Champion International Corporation and United Paperworkers International Union (UPIU), AFL-CIO Locals 193, 1137, and 1161 (1995)**

K#: **1304**

Employer Name: **Champion International Corporation**

Location: **AL Courtland**

Union: **United Paperworkers International Union (UPIU), AFL-CIO**

Local: **193, 1137, 1161**

SIC: **2621**

NAICS: **322121**

Sector: **P**

Number of Workers: **1100**

Effective Date: **12/15/95**

Expiration Date: **06/14/02**

Number of Pages: **183**

Other Years Available: **N**

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K1304

CHAMPION

1,100 workers

Champion International Corporation

**LABOR AGREEMENT
BY AND BETWEEN**

**CHAMPION INTERNATIONAL
COURTLAND MILL
COURTLAND, ALABAMA**

AND

**UNITED PAPERWORKERS
INTERNATIONAL UNION, AFL-CIO
AND ITS LOCALS**

NUMBERED 193, 1137, AND 1161

**DECEMBER 15, 1995
UNTIL
JUNE 14, 2002**



TABLE OF CONTENTS

Section	Subject	Page
	Preamble.....	1
I	Recognition.....	1
II	General Purpose.....	1
III	Equal Employment Opportunity.....	2
IV	Period.....	3
V	Changes or Modifications.....	3
VI	Terminations of Agreement.....	3
VII	No Interruption of Work.....	4
VIII	Seniority.....	5
IX	Grievance Procedures.....	29
X	Vacations.....	34
XI	Holidays.....	38
XII	Overtime.....	41
XIII	Hours of Work.....	42
XIV	Wages.....	47
XV	Report Time.....	49
XVI	Call Time.....	49
XVII	Shift Differentials.....	50
XVIII	Machine Clothing and Wire Change.....	50
XIX	Leave of Absence.....	51
XX	Leave for Military Service.....	52
XXI	Meals.....	53
XXII	Bulletin Boards.....	53
XXIII	Discipline of Employees and Record of Same.....	53
XXIV	Company Rules.....	54
XXV	Miscellaneous.....	55
XXVI	Funeral Leave.....	58
XXVII	Employee Benefits.....	60

Section	Subject	Page
XXVIII	Provisions of Sections found to be in Contravention of Law	60
XXIX	Definitions	61
XXX	Jury Duty	61
XXXI	Plant Visitations	62
XXXII	Job Bid and Transfer Procedures	62
XXXIII	Management Rights	64
XXXIV	Productivity and Crew Concepts	65
XXXV	Scope of Agreement	67
XXXVI	Training	67
XXXVII	Payroll Deduction of Union Dues	68
XXXVIII	Signatures	71
Appendix A	73
Appendix B	95
Appendix C	108
Appendix D	110
Supplemental Agreements:		
	General Agreements	116
	Local 193 Agreements	130
	Local 1137 Agreements	138
	Local 1161 Agreements	161

This Labor Agreement is printed on Champion 65 lb.
Cordwain Cover and Champion 60 lb. Pressmaste Offset.

PREAMBLE

This Agreement is made and entered into this 15th Day of December, 1995, by and between Champion International for its (Plant or Mill) located at Courtland, Alabama, hereinafter referred to as the Company and the United Paperworkers International Union, AFL-CIO and its Local Unions 193, 1137, and 1161 hereinafter referred to as the Union.

SECTION I

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all production and maintenance employees of the company at Courtland, Alabama, Plant or Mill, including over-the-road truck drivers, but excluding all clerical employees, professional employees, temporary employees, guards and supervision as defined under the National Labor Relations Act as amended.

SECTION II

GENERAL PURPOSE

The general purpose of this agreement is in the mutual interest of the Company, the Union and the employees, to provide for the uninterrupted operation of the plant under methods which will

further the fullest extent possible the safety, welfare, and health of the employees, economy of operation, quality and quantity of output, cleanliness and maintenance of the plant and the protection of the property. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees covered by the Agreement, and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions, and fair and equitable wages, the Company must be in a strong competitive position.

Therefore, it shall be the duty of the Company, the Union, and the employee to cooperate fully, individually and collectively, in this regard.

SECTION III

EQUAL EMPLOYMENT OPPORTUNITY

The Company and the Union agree that all employees shall have equal employment opportunities regardless of race, color, religion, sex, national origin, and within the framework of Federal and State laws regarding age discrimination.

The Company and the Union shall observe the rights of the handicapped as provided in the Rehabilitation Act of 1973 and the Rights of Disabled Veterans and Veterans of the Vietnam Era as provided in the Vietnam Era Veteran's Readjustment Assistance Act.

Wherever the personal pronouns "he", "him", or "his" appear in this agreement, it is understood that they refer to both male and female employees.

SECTION IV

PERIOD

This Agreement shall remain in full force and effect from December 15, 1995 to and including June 14, 2002, and from year to year thereafter in accordance with the provisions of this contract.

SECTION V

CHANGES OR MODIFICATIONS

In the event that either party desires to change any provision of this Agreement on June 15, 2002, or any anniversary date thereafter, the party desiring to negotiate or change shall give written notice of such desire by certified mail to the other party not more than ninety (90) days nor less than sixty (60) days in advance of June 15, 2002, or any anniversary date thereafter. The giving of notice, as provided above, shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching a written agreement prior to the anniversary date.

SECTION VI

TERMINATION OF AGREEMENT

At any time after June 14, 2002, or any anniversary date thereafter, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of

intent to terminate the agreement in not less than ten (10) days. All provisions of the agreement shall remain in full force and effect until the *specified time has elapsed. During this period, attempts to reach an agreement shall be continued.*

If the parties have failed to resolve their differences before the specified time has elapsed, all obligations under this Agreement are automatically cancelled.

SECTION VII

NO INTERRUPTION OF WORK

During the term or extension thereof of this Agreement, the Union will not authorize any strike, walk-out, slow down, sympathy strike, or other interruption of work, and if a threat of any such occurrence should come to their attention, they will endeavor to avert it.

In the event that an unauthorized strike, slow down, sympathy strike, or other interruption of work occurs, there shall be no financial liability on the part of the Signatory International Union and Local Union and/or its officers, provided the Signatory International and Local Union involved promptly after notice of the beginning of such violations, shall declare such action a violation of this agreement and promptly use their best efforts to obtain the return of their members to work. It is further agreed that any employee's or employees' participation in such violation shall be subject to immediate discharge or other disciplinary action. The grievance procedure may be

invoked on the question of whether the disciplined employee did or did not participate in the violation of this article. The Company agrees that there shall be no lockout of the employees covered hereby.

SECTION VIII

SENIORITY

1. Definitions and Applications of Seniority

The principles of seniority shall govern in promotions, layoffs, demotions, filling vacancies, transfers and recalls. Seniority is defined as follows:

JOB SENIORITY - The length of service in a given job classification. All employees above the starting job in any line of progression shall be regarded as having reached that job through the line of progression and shall have the corresponding job seniority on all lower jobs in such progression. Multicraft-mechanics who progress through the various multicraft steps to multicraft mechanic "A" shall have job seniority equal to the job seniority date of their first permanent multicraft assignment. Job seniority will not accrue for temporary job assignments.

DEPARTMENT SENIORITY - The length of service within a department.

MILL SENIORITY - The length of continuous service in the bargaining unit at the Courtland Mill of Champion International.

BENEFIT SENIORITY - Benefit seniority is defined as the length of continuous service with the Company and will be used only in computing employee benefits based on length of service. (Vacation and Retirement.) Breaks in service shall be determined in accordance with ERISA.

If employees are to be promoted, demoted, laid off or recalled, the Company will take into consideration seniority and ability, and when all the factors that constitute ability are reasonably equal, then seniority shall prevail.

2. Probationary Period

New employees who are assigned to a normal eight (8) hour shifts schedule shall acquire seniority rights after a probation period of sixty (60) working days. New employees who are assigned to a twelve (12) hour shifts schedule shall acquire seniority after a probation period of forty (40) working days. During this period the company may layoff or discharge such probationary employees. There shall be no responsibility on the part of the Company for the reemployment of probationary employees if they are laid off during this period. An employee must complete sixty (60)/forty (40) days of work before he/she becomes a regular employee, and his/her mill seniority date will be his/her date of hire. Six (6) hours or more constitutes a "day" worked on twelve (12) hour shifts.

3. Loss of Seniority

Seniority shall be broken and employment terminated for the following reasons:

- (A) Discharge
- (B) Resignation
- (C) A layoff in excess of recall rights
- (D) Three (3) scheduled work days of absence without notification unless incapable due to proven physical or mental incapacitation.
- (E) Failure to return to work at the expiration date of an authorized leave of absence or takes another job while on leave of absence.
- (F) Failure to report from layoff after recall in accordance with the recall provisions.

An employee who is off from work due to illness or injury incurred while actively employed by the Company shall continue to accumulate seniority (Job, Department, Mill) for a period of one (1) year beginning from the first day of the disability. Should the disability due to an off the job illness or injury continue beyond one (1) year, the employee shall maintain seniority (Job, Department, Mill) for two (2) additional years. Should the disability due to an on-the-job injury continue beyond one (1) year, the employee shall maintain seniority for five (5) additional years. During the applicable three (3) or six (6) year peri-

od of time, if the employee returns to work, he/she shall be entitled to return to his/her former position providing he/she is capable and qualified to perform the work. In the event permanent promotion(s) to which the employee would otherwise be entitled are made during the period the employee's seniority is accumulating, he/she shall be awarded the promotion(s) as follows:

- A. If the employee was off from work due to an "off-the-job" illness or injury, he/she will be entitled up to but not more than two (2) such promotions.
- B. If the employee was off from work due to an "on-the-job" injury, he/she will be entitled to all such promotions.

An employee entitled to promotion(s) as described above must be physically capable and qualified to perform the job(s). He/she shall be given a two (2) week training period followed by a thirty (30) day trial period to satisfactorily perform the job. In the event an employee is entitled to more than one (1) promotion, he/she will begin the same type training and trial period for the next entitled promotion after becoming qualified for the preceding promotion.

An employee promoted or transferred to a position with the Company outside the bargaining

unit shall have his seniority accrue for a period of six (6) months. The employee may return to his previous position in the bargaining unit at his own request during the six (6) months and management may return the employee to his previous position in the bargaining unit at its option any time during this same period. If after six (6) months the employee is returned to the bargaining unit by management he will be placed in a starting job. The employee will retain the amount of mill seniority he accrued while in the bargaining unit plus six (6) months.

4. Expansion Jobs

The Company will not resort to direct hire for jobs which are newly created due to expansion until after the initial staffing has been made, and only for valid reasons, such as the occurrence of a vacancy and there is insufficient time to properly train a replacement before start-up. For the purpose of this provision, expansion jobs are defined as job classifications created as a result of the expansion. It is understood that the Company will not resort to outside hire without first discussing its reasons with the Union.

Consistent with efficient operations, the Company agrees to train employees who are selected for a promotional opportunity on a new job created due to expansion as well as those employees who receive a promotion in their same line of progression due to expansion. In so doing, work schedules may be changed and double set-ups be made and other types of training schedules may be used.

Consistent with the Company's ability to maintain a stable workforce capable of efficiently meeting operating requirements, the Company will fill new jobs created due to expansion by selection of an employee occupying a job on a related operation or a related support operation at the Courtland Mill including employees whose permanent jobs are abolished or eliminated as a direct result of mill expansion. Selection of such employees and their placement on such new production jobs shall be at the unrestricted right and discretion of the Company.

Job and department seniority for any job(s) which are created due to expansion after the date of this agreement shall begin simultaneously on the agreed upon official start-up date of the expanded operation.

The Union agrees that it will cooperate and work together with the Company to insure an orderly expansion which results in the mutual benefit of all concerned.

An employee selected for a job under this provision will have ten (10) days from the date the job is officially awarded to refuse placement on the new job or to return to his/her old job.

5. Permanent Promotions

When a vacancy occurs in a job above a starting job in a line of progression, the promotion will be based on job seniority and ability of the individuals in the classification from which the promotion

is made. Permanent promotions shall be made in accordance with the lines of progression shown and attached in Appendix "B" and which is a part of this agreement.

In applying seniority for promotions within a line of progression, job seniority will be considered first. When job seniority is equal, department seniority shall prevail and if job and department seniority are equal, then mill seniority shall prevail. When mill seniority is equal, the company will select an employee. In making its selection the company agrees that only valid factors such as demonstrated reliability, ability, and overall qualifications will be considered. Employees not selected shall, upon request, be provided with information as to why the selection was made. Where supervision determines that all candidates possess equal ability, reliability and overall qualifications, selection will be made by drawing a name from the names of eligible employees. The drawing will be done by an employee designated by the Union who is working the day shift during the week in which the drawing is made.

When an employee in a line of progression refuses a promotion, either temporary or permanent, or for training purposes, he must put his refusal in writing which forfeits his right to that promotion until one (1) employee moves around him in the line of progression by permanent promotion. In no case will more than one (1) employee in a given classification be allowed to decline promotion. Employees who are unable to accept a promotion due to physical disability will be handled on an individual basis. (See Attachment on Freezing in Supplemental Agreement on page 125).

6. Temporary Vacancies

The Company shall determine whether to fill a vacancy. If it is necessary to fill temporary vacancies, such vacancies shall be filled by setting up all or part of a line of progression on the shift where the vacancies exist for a period of up to twenty-one (21) days of such vacancy. A job(s), other than the original vacancy, in a line of progression may be left vacant. For jobs specifically previously identified, and future jobs which might similarly be identified by a joint committee, the Company agrees that it will only resort to creating a vacancy in a line of progression in order to fill another vacancy in the same line of progression by creating the vacancy in jobs one above Reserve. Similar vacancies due to vacation may be filled for the duration of the vacation by shift set-up. The Company may make double shift set-ups.

Known vacancies, and the manner in which they will be filled, will be posted on the weekly work schedule. If vacancies occurring after the posting of the schedule are filled, they will not affect previously scheduled vacancies. It is understood that situations arising after the schedule has been posted may eliminate the need to fill vacancies.

When it becomes known that a temporary vacancy will be of longer duration than twenty-one (21) days except for vacation, such a vacancy shall be filled in the same manner as a permanent vacancy within seven (7) days of the time it is known beginning with the Monday following the date it became known, except that if it became known following the posting in changes of the weekly

work schedule, the seniority set-up will be made on the second Monday following the date it became known. If the vacancy will end during the work week rather than at the end of the week, the final fractional week vacancy will be filled by shift set-up if qualified employees are available on the shift involved.

In the event this requires an employee to work the 7p-7a shift Sunday night, and go to a new shift 7a-7p on Monday, a required shift swap will be used to enable the employee to get on the new shift without working the 7a-7p shift on Monday.

If temporary vacancies must be filled on an over-time basis, they shall be filled as follows:

- (1) The employee who is not relieved will have preference to work the next shift or any part thereof. The employee not being relieved will only be permitted to make one choice as to the amount of hours he elects to work. However, the employee shall remain at his post until a substitute is secured and, if necessary, the employee will work the extra shift.
- (2) By calling in the employee in the same classification who will be coming in on the next shift.
- (3) By calling in the employee in the same classification who is on his scheduled day off.
- (4) If the vacancy cannot be filled by steps "1" through "3", then the employee will be required to work the extra shift. The

Company may go outside the job classification to get a qualified employee to fill the vacancy after going through steps "1" through "3".

In the event of a partial shift vacancy, the following procedure will be used:

- a. by calling in the employee in the same classification who will be coming in on the next shift.
- b. by calling in the employee in the same classification that worked off the previous shift.
- c. by calling in the employee in the same classification who is on his scheduled day off.

If Temporary vacancies must be filled on twelve (12) hour shifts they will be filled as follows:

1. **KNOWN VACANCIES:** Vacancies which are known prior to the posting of the schedule, if filled, will be filled in the following manner:
 - a. Shift set-up regardless of length (except for seniority set-ups) if possible.
 - b. A vacancy which cannot be filled by shift set-up:
 - (1) On overtime by employees within the same job assignment/classification who are available to work the overtime.
 - (2) Anyone qualified who can work the overtime.
 - (3) Normally, known vacancies and how they will be filled will be shown on the posted schedule.

2. UNKNOWN VACANCIES: Vacancies which are not known prior to posting the work schedule.

- a. Shift set-up where possible.
- b. If the vacancy cannot be filled by shift set-up, and if it must be filled on overtime, the on-shift person who is not relieved will have the option of working the first four (4) hours of the next shift; calls will then be made in an effort to find someone to work the remaining eight (8) hours. If the on-shift person does not want to work the four (4) hours, calls will be made to people who will be offered twelve (12) hours.
- c. Calls will first be made to the employee(s) in the same assignment/classification who is scheduled on the same shift as the vacancy, i.e., day shift or night shift. Employees on their short break will be called first.
- d. The first person in "C" above who is actually contacted will then have the ultimate responsibility for filling the vacancy. If necessary other calls will be made, however, and the first person contacted will be advised of the results of the call(s).
- e. If the employee not being relieved is eligible to work an additional four (4) hours (i.e., he will not exceed sixteen (16) hours by working the additional four (4)), then the employee forced to come in to work will only be obligated to work eight (8) hours.
- f. The on-shift employee will remain until he/she is relieved.
- g. A Volunteer Overtime List may be used after steps "a" through "d" have been followed.

SUPPLEMENTAL VACANCY FILLING GUIDELINES

These guidelines cover the case of a Known Vacancy which was scheduled to be filled, but where the person scheduled to fill the vacancy does not want to work the vacancy.

1. In a case like this, the shift manager will make calls to clear the classification. (In Converting, "Classification" means job assignment). If a replacement cannot be found in this way, the employee scheduled to fill the vacancy may be consulted for suggestions for finding a qualified replacement. The shift manager will then contact the qualified replacement.
2. If no qualified replacement can be found, the employee originally scheduled to fill the vacancy will be expected to work as originally scheduled.
3. If a qualified replacement is found to work the vacancy, this will be put on the work schedule.

A shift manager will not be expected to make an excessive number of phone calls in an attempt to secure a qualified replacement in these kinds of cases. Shift managers should be sensitive to the need to reasonably allocate overtime by insuring that one employee is not always the one being asked to work. In summary, in those cases where an employee is scheduled to fill a Known Vacancy, and the employee does not want to fill the vacancy, the shift manager will make a reasonable effort to secure a replacement.

However, the employee will *not* be responsible for securing his/her replacement. If no replacement can be secured, the scheduled employee has the responsibility to fill the vacancy.

When a Known Vacancy cannot be filled before 7:00 a.m. Monday morning the week of the vacancy, it becomes an Unknown Vacancy, and the following steps will be followed:

1. Fill by shift set up if possible.
2. The on-shift employee has the option of working the first four (4) hours, consistent with the guidelines.
3. Clear the classification: short break, then long break.
4. Go outside the classification, either above or below, to get a qualified employee to fill the vacancy.
5. If no one has been contacted to fill the vacancy in "1" through "4", then create a vacancy to fill the vacancy.
 - Create the vacancy at the highest jobs;
 - Clear the classification to fill the created vacancy.
6. A Volunteer Overtime List may be used after steps "1" through "3" have been followed.

Where agreements have been made, or where agreements may be made on a departmental basis to deviate from these guidelines, the departmental agreements will prevail.

The overtime procedures for the filling of temporary vacancies as set forth above and the supplemental agreements will apply in the event the Company elects to fill a vacancy on an overtime basis; however, in the event vacancies are known to exist prior to the posting of the weekly schedule, employees may be scheduled to fill the vacancies. This may include 12 hours shifts.

Employees in lines of progression above the Reserve classification may cross shifts when used in seniority move ups.

When all or part of a crew are set-up for the purpose of covering a temporary vacancy in the crew, all set-up employees in the crew assume the status of the job to which they are set up and for which they are being paid. On a daily basis, once relieved, they revert to their permanent status for the purpose of call-in. In the event of a vacancy on the on-coming shift, which must be filled by holding over someone on the shift being relieved, the employee on the shift being relieved who is set-up to and who is being paid for the job that day will be held over and allowed to work the overtime.

When employees are set-up for training they do not assume total responsibility for the job to which they are set-up, nor do they receive the rate of pay of the higher job. Employees set-up for training purposes retain their regular job classification for the purpose of overtime eligibility.

The first known shift vacancy on a daily basis will normally be filled by shift set-up when possible, and the remaining vacancies on that shift shall then be filled by shift set-up or overtime regardless of where the vacancies are in the line of progression.

When two or more vacancies become known at the same time, or when two or more vacancies are known prior to the posting of the weekly work schedule, and cannot be filled by shift set-up, then the higher vacancy will be filled by overtime, and, normally, the lower vacancy will be filled by shift set-up.

Known full week shift vacancies may be filled by shift set-up on the weekly work schedule. Crew members on the set-up shift will retain their set-up status for the purpose of call-in for the entire week.

When the Company knows in advance that an oncoming employee will not report to work, the employee working the job will be advised in advance but not later than one (1) hour prior to his regularly scheduled quitting time that he/she may be required to work over.

7. Reduction in Work Force

In case of a reduction in work force as a result of addition and/or elimination or modification of equipment or curtailment of production, the affected employees shall be moved downward in reverse order of their promotion provided they are qualified to do the jobs to which they are moved.

(A) Short Term Layoff

A demotion or layoff of not more than seven (7) days duration will be by line of progression, and on that shift provided the employee has the requisite ability to perform the job to which he is moved.

(B) Long Term Layoff

If the layoff is more than seven (7) days, or if it is anticipated to be more than seven (7) days duration, or in the event of the permanent shutdown/elimination of equipment and/or an operation which results in a permanent elimination of jobs assigned to that equipment and/or operation, the employees on the jobs cut back will take the layoff within their line of progression. (In the case of the Paper Mfg. Operating Group, however, the procedure defined in "7" below will apply.)

An employee required to step down in the line of progression to a job on which he once worked and which has been changed, or to one on the same level on which he did not work, or to one which has been added, shall be given, if necessary, a normal trial period on the job during which time his progress will be evaluated. In no case will the trial period exceed thirty (30) days.

For the purposes of layoff and recall only,
Operating groups are:

PAPER MANUFACTURING OPERATING GROUP

#30 Paper Machine	#34 Paper Machine
#30 Machine Furnish	#34 Machine Furnish
#31 Paper Machine	#32 Pulp Dryer
#31 Machine Furnish	Chem Prep
#33 Paper Machine	OMC-Supercalenders
#33 Machine Furnish	#33 Biwinders
#35 Process	

CONVERTING/SHIPPING OPERATING GROUP

Cutsize	Warehousing and Shipping
Roll Finishing	

PULP MANUFACTURING OPERATING GROUP

Pulp Mill	QPI
Fiber Prep	
Recovery and Utilities	

MAINTENANCE/MATERIALS OPERATING GROUP

Maintenance	Mill Service Crew
Storeroom	Toolroom Attendant
Transportation	Material Handling
Loss Prevention	

If it becomes necessary to layoff employees out of their line of progression, the following shall apply:

1. In the case where some jobs will remain in a line of progression after the reduction, employees who are displaced from the Reserve job

and jobs above Reserve shall be displaced out of the line of progression by Mill Seniority. Employees formerly occupying a job above Reserve will have the option of displacing Reserves or moving to another line of progression in their Operating Group.

2. Employees formerly in jobs above Reserve, displaced out of their line of progression in "1" above may displace less senior (Mill Seniority) employees in jobs one above Reserve in their Operating Group. Employees thus displaced will displace less senior (Mill Seniority) employees in the Operating Group in jobs one above Reserve. The least senior employees in jobs one above Reserve will then displace Reserves in their line of progression. Displaced Reserves (Mill Seniority) will then displace less senior (Mill Seniority) Reserves in the Operating Group.
3. Reserves displaced out of their line of progression in "1" above will displace Reserves with less Mill Seniority within the Operating Group. Reserves thus displaced will displace less senior (Mill Seniority) Reserves in the Operating Group.
4. It is the intent of steps "1", "2", and "3" to displace from the Reserve job and jobs one above Reserve, the least senior (Mill Seniority) employees.

5. **Employees displaced out of their Operating Group will displace the least senior Reserves (Mill Seniority) in the bargaining unit.**
6. **In the event of a layoff out of the mill, the least senior (Mill Seniority) employees in the bargaining unit will be laid off.**
7. **In the event of a Long Term Layoff in the Paper Manufacturing Operating Group, the following shall apply:**
 - a. **Employees assigned to a Paper Machine affected by a Long Term Layoff may displace other employees in the same or lower job classifications assigned to the remaining Paper Machines. Displacement shall be by Mill Seniority and provided the employee is qualified to perform the job he goes into. The least senior employee in a classification shall be displaced. However, the Company shall have the right to assign displaced employees to individual machines. It is understood and agreed that such assignment applies to all positions throughout the displacement process down the machine.**
 - b. **Employees assigned to a Machine Furnish line of progression affected by a Long Term Layoff may displace other employees in the same or a lower classification in remaining Machine Furnish lines of progression. Displacement shall be on the same basis as in "a" above.**

- c. Displaced employees in "a" and "b" above who bump into a lower job shall be considered to be senior in the classifications for promotion. All promotions shall be within the Paper Machine line of progression, or the Machine Furnish line of progression to which the employee is assigned. In the event two (2) or more displaced employees are assigned to a classification, promotion shall be determined by Mill seniority.

In the case of a displaced employee who bumps laterally into the same classification, promotion shall be by Mill Seniority among all employees in the classification.

- d. Employees who are displaced out of a Paper Machine line of progression or a Machine Furnish line of progression under the above provision may displace less Senior Reserves in the Paper Manufacturing Operating Group.
- e. Employees assigned to No. 32 Pulp Dryer, the OMC-Supercalenders, No. 33 Bi-winders, or Chem Prep Operation affected by a Long Term Layoff shall take the layoff within their line of progression. Displacement out of their line of progression shall be in accordance with "1" through "6" above. The bottom job assigned to each Paper Machine (7th Hand on No. 30 Paper Machine), including Stock Prep Helper shall be considered jobs one

position above Reserve. Jobs one position above Reserve in remaining lines of progression will remain as they appear in Appendix "B" of the Labor Agreement.

- f. The Roll Wrap Operator and the Roll Wrap Helper jobs presently assigned to No. 30 Paper Machine shall also be considered jobs one position above Reserve for this procedure.
8. It is understood that bumping will not be permitted into any Multicraft Mechanic classification, the Mechanic E classification, or any Mechanic Trainee level.
9. In all cases an employee displacing another employee as a result of Long Term Layoff must possess the requisite ability to perform the job to which he is assigned, and he must be able to progress in that line of progression. For purposes of this provision, should two (2) or more employees have the same Mill Seniority, determination of seniority will be made by drawing; such drawing to be done by an employee designated by the Union.
10. Employees permanently classified in a job higher than Reserve who are displaced by the above procedures will be recalled to their former line of progression, in the reverse order of layoff, to fill permanent vacancies in jobs higher than Reserve which occur within six (6) months from the date the employee was displaced from his job.

During the succeeding eighteen (18) months, an employee will be recalled in the same manner as above but may deny recall. However, once the employee refuses to return to his former line of progression, he forfeits recall rights under this provision. It is understood that a permanent promotion shall not include a temporary vacancy of any duration, including those filled by seniority set-up, and the employee must be available and able to perform the job and progress in the line of progression.

11. Should it become necessary to implement this procedure consideration will be given to minimizing the impact on remaining operations, and the Union agrees to cooperate with the company in placement of affected employees under the Long Term Layoff provision.
12. Positions within a classification for the purposes of permanent promotion and seniority set-up will be based on Mill Seniority. Department and Job Seniority will be adjusted accordingly.
13. Employees displaced out of their jobs and into jobs with lower rates of pay by Long Term Layoff will have their rate of pay reduced as follows:
 - a. The employee's rate of pay will be protected for a period of six (6) months beginning with the date he is placed in a lower rated

job, or until he is placed on a job with an equivalent or higher rate.

- b. If after six (6) months, the employee continues to be permanently assigned to a lower rated job, his protected rate will be reduced one half ($1/2$) of the difference between the rate of his former job and the rate of the job to which he is presently assigned, for an additional period of up to six (6) months or until he occupies a job of equal or higher rate.
- c. After twelve (12) months the employee will receive the rate of the job he is actually performing.

9. Recall

Regular employees who are laid off because of lack of work, shall retain seniority equal to the period of the employee's mill seniority with a minimum of one (1) year up to a maximum of three (3) years. Laid off regular employees with recall rights shall be recalled in order of mill seniority for work available on starting jobs in all lines of progression providing they have the requisite ability.

The personnel office shall notify an employee laid off as outline in Paragraph 7 of any vacancy available in the mill for which the laid off employee has the immediate ability to fill and to which his seniority may entitle him. Notice will be given to the employee either in person, by

telephone, or by certified letter (return receipt requested) sent to his last known address. The notified employee shall be given three (3) working days (working days of the Human Resources office which are Monday through Friday) after receipt of such notice to notify the personnel office that he desires to return to work, and seven (7) days after receipt of such notice to actually report to work unless this period is extended with the express permission of the personnel department. The fact that a certified letter is returned to the Company because it failed to reach the employee at his last address on record shall be taken as proof that the employee has failed to keep the Company advised of his current address, and he shall therefore forfeit his rights for reinstatement.

10. Reserves

Department Reserves will normally be used to assist operating crews, to improve the overall efficient operation and housekeeping of the department, and for temporary replacement on jobs in a crew or crews (subject to the provisions of the "Temporary Vacancies" section of this agreement).

The number of Reserves in a department will be determined by the company and may vary depending on production and scheduling requirements. Where a Reserve or Reserves are used in a department, the Reserve classification will be considered the bottom job in the line (or lines) of progression in that department.

In the event of a permanent vacancy in a line of progression in a department in which there is more than one line of progression, the senior qualified Reserve in the department will have the option of permanent promotion into the vacancy. In the event the senior qualified Reserve declines promotion, the Company may then promote another qualified Reserve in the department, and in any event the least senior qualified Reserve must accept the promotion. Seniority determination for promotion will be made using the provisions of this Agreement.

SECTION IX

GRIEVANCE PROCEDURES

A grievance is defined as a complaint alleging violation of any of the terms of this agreement.

The Union agrees to maintain during the term of this agreement a grievance committee who shall meet with representatives of the Company to settle grievances. The committee shall be duly authorized and empowered at all times to represent employees and the Union in handling grievances with the Company. When meeting with the company to settle grievances, the committee shall not exceed four (4) in number except in third step meetings in which the committee shall not exceed seven (7) in number. By mutual agreement between the parties, additional persons necessary to the proceedings may attend grievance meetings on a case by case basis.

The Company is agreeable to holding grievance meetings at mutually convenient times, normally during working hours. Employees whose presence at such meeting is necessary will not suffer any loss in pay for regularly scheduled hours of work.

The Company's Human Resources Manager shall be furnished with a list of union stewards, including the Presidents of the Union Locals and shall be given forty-eight (48) hours written notice of any change therein.

The following system shall be the exclusive method for the settlement of all grievances claiming that the Company has violated this Agreement. The Union and the Company will attempt to resolve the grievance at the lowest possible level in the organization.

The settlement of such complaints or grievances shall be made in the following order and manner:

Step 1

The employee and/or his steward shall discuss his complaint with his immediate supervisor within three (3) days following the date the incident occurred. If the employee was on an excused absence and he had no knowledge of it until his return to work, the three (3) day period shall begin on his first scheduled work day following the return from the absence. The supervisor shall reply to the employee within three (3) days of the date the complaint was brought to his attention.

Step 2

An appeal of the supervisor's verbal answer may be made by reducing the grievance to writing on the form provided, signed by the employee, and transmitting it to the supervisor for referral to the department manager within five (5) days of the date the verbal answer was given. The department manager and/or his designated representative shall meet with the President of the Union Local involved, and/or his designated representative and the aggrieved employee at a mutually agreed to time and date within five (5) days of the date the written grievance was received. He shall give his written answer within five (5) days of the date of the meeting.

Should the department manager and/or his designated representative fail to conduct a meeting, or provide a written answer within the time limits stated above, the grievance is automatically appealed to Step 3 of this Procedure. Should this occur it will be incumbent upon the Union to present this grievance to the Human Resources Manager prior to the next scheduled Third Step grievance meeting.

Step 3

An appeal of the department manager's answer must be made in writing to the Human Resources Manager within five (5) days of the date of the department manager's answer. Within ten (10) days of the date the appeal notice was received, discussion of the appealed grievance shall take place at a meeting attended by the Human Resources Manager and/or his designated representative together with the International Union Representative and the Union grievance committee. The Human Resources Manager shall give his answer within ten (10) days of the date of the meeting.

Step 4

If the Human Resources Manager's answer is unsatisfactory to the Union, the Union may appeal the grievance to an impartial arbitrator by having the International Representative notify the Human Resources Manager in writing within fifteen (15) days. If proper notice is given, the Federal Mediation and Conciliation Service shall be asked to furnish the parties with a panel of seven (7) regular qualified arbitrators. Within fourteen (14) days after receipt of the list of arbitrators, the parties shall alternately strike one of the submitted names until one (1) name remains. The person whose name remains shall be the arbitrator. The decision of the arbitrator on all matters properly submitted to him shall be final and binding on both parties to this agreement. The arbitrator's authority shall be limited to the terms of this Agreement or any written supplemental agreement. He shall have no authority to add to, take from, nullify or modify any terms of this Agreement or any written supplemental agreement. In the event that the contract provision in question is ambiguous, unequivocal past practice may be used to resolve the issue. Multiple issues may be arbitrated by the same arbitrator with the prior mutual consent of the Company and the Union. After the close of the hearing, the arbitrator shall render a decision in writing within thirty (30) calendar days. Fees and expenses of the arbitrator shall be shared equally by the Company and the Union. The expense of any witnesses shall be paid by the party calling them.

If a grievance is not presented or appealed within the time limits allowed or the extension of time as set forth below, it shall be deemed withdrawn and not subject to arbitration. If a reply to the Union's presentation of appeal of a grievance is not received on time, the appropriate representative of the Union may elect to appeal the grievance within the time specified.

Any of the time limits provided in the second, third, and fourth steps of the foregoing grievance and arbitration procedures may be extended by mutual agreement of the Company and Union prior to the expiration of the time limit. "Days" in the grievance and arbitration articles shall mean calendar days, excluding Saturdays, Sundays and holidays. The time limits on the various steps of the grievance and arbitration procedure will be suspended during economic shutdowns and repair shutdowns.

Discharge Questioned:

If the Union claims that any employee has been discharged unjustly, it shall file such claim within five (5) days after written notice of discharge, and the matter shall be considered as a grievance and handled as provided for in Section IX commencing with Step 3.

SECTION X

VACATIONS

Vacation Eligibility:

An employee who on the first day of January has been in the service of the Company continuously for the period specified below and who has completed one thousand forty (1040) hours of work the previous year shall be entitled to whichever of the following is applicable to him:

- One (1) week after one (1) year of service,
- Two (2) weeks after three (3) years of service,
- Three (3) weeks after six (6) years of service,
- Four (4) weeks after twelve (12) years of service,
- Five (5) weeks after eighteen (18) years of service,
- Six (6) weeks after thirty (30) years of service, except for the calendar year in which the first, third, sixth, twelfth, eighteenth, and thirtieth employment anniversary date occurs in which instances eligibility for the additional week of vacation shall be on the employee's anniversary date.

Time lost due to industrial accidents shall be counted in computing the required one thousand forty (1040) hours.

Vacation Scheduling:

Except where otherwise agreed vacation preference will be based on mill seniority within a line of progression for those employees making application for vacation before March 1. Employees eligible for more than two (2) weeks vacation, who do not wish to take their vacation in consecutive weeks, will be allowed to exercise their seniority for one (1) choice only.

Vacation preference will be on a first come, first serve basis for those employees who make application between March 1 and April 1. After April 1 management will schedule vacations to best suit the operation of the department concerned.

After vacation periods are definitely determined, a list will be posted not later than April 15. The Company shall make rules for the application of the vacation planning and may necessarily have to make revisions in such rules as it deems necessary from time to time.

Vacation must be taken in full week periods, which consists of seven (7) consecutive days, except as specified below. Vacations shall be scheduled from Monday to Monday. In case of a vacation shutdown period, all eligible employees except those required to work for necessary production, maintenance, repairs, etc., may take their vacation (part or all as the case may be) during that period.

Incremental Vacation:

Employees with three (3) or more years of service with the Company may elect to take one (1) week of their vacation in one (1) day increments. Notice of intent to take one (1) week of vacation in this way must be given coincident with vacation scheduling. Scheduling of a day or days of incremental shall be in accordance with the provisions of Section XI, Holidays, relating to the scheduling of floating holidays. A total of five (5) incremental vacation days will constitute one (1) week of vacation for employees assigned to eight (8) hour shifts. A total of four (4) incremental vacation days will constitute one (1) week of vacation for employees assigned to twelve (12) hour shifts. Incremental vacation will be counted as time worked in computing weekly overtime. Vacation pay for incremental vacation days shall be included in the employee's regular pay check which is issued for the pay period in which the incremental vacation was taken.

Vacation Pay:

Vacation pay shall be equal to two percent (2%) of an eligible employee's earnings for the previous year or forty four (44) hours straight time pay for each week of vacation eligibility, whichever is greater.

A. Termination of Employment:

An employee who is eligible for a vacation earned during the preceding year and has not taken his earned vacation shall be paid his

earned vacation at the time of his termination of employment, and shall receive pro rata vacation pay of the current year's earnings.

B. Vacation Pay Advance:

Vacation checks are payable on the regular pay day preceding the vacation upon receipt of written request from the employee at least two (2) weeks prior to the pay day preceding the vacation.

C. General:

1. In order to prevent an employee from suffering a hardship, vacation pay for which the employee is eligible, may be granted in cases of absence due to extended illness, if so requested by the employee.
2. Employees who are eligible for three (3) or more weeks of vacation may elect to take pay in lieu of vacation for all weeks of vacation over two weeks. Such election should be made known to the Company by April 1 of each year. In such cases payment will be made within thirty (30) days of notification. In order to receive pay in lieu of vacation at any time later in the year an employee must secure approval from the personnel department.

Vacations are not accumulative from year to year.

SECTION XI

HOLIDAYS

The following shall be recognized as paid holidays:

Memorial Day	December 24
July 4	December 25
July 5	December 26
Labor Day	December 27
Day after Labor Day	Employee's Birthday
Thanksgiving	Floating Holiday
	Floating Holiday

All regular employees shall receive a holiday allowance equal to eight (8) hours regular straight time pay (excluding shift differential) for each of the above specified paid holidays when not worked provided:

- (a) That the employee has completed his probationary period prior to such paid holiday.
- (b) That the employee works his last scheduled shift before the holiday and his first scheduled shift after the holiday unless absence on either or both of these days is due to absence with the employer's permission, bonafide illness, or sickness of a member of the employee's immediate family requiring his presence. (Such sickness and requirement must be proven, if requested.)

When a paid holiday falls during an employee's approved vacation period, he will receive the eight (8) hours holiday allowance in addition to his vacation pay.

No payment will be made for holidays not worked to employees on leave of absence for any reason.

If a holiday occurs during a period when an employee, who is otherwise eligible for holiday pay, is absent because of illness, accident or lay-off he will receive pay for such holiday when he returns to work, provided that the entire duration of this absence has not exceeded ninety (90) days. Payment of holiday pay under this provision shall be limited to one (1) continuous holiday period.

Employees who are required to work on any of the paid holidays and who fail to report to work shall forfeit all holiday allowance for the day unless legally excused.

If an employee is temporarily set-up the last scheduled work day before or the first scheduled work day after a holiday, he shall receive the higher rate for his holiday allowance; however, an employee will in any case receive the rate of the job he works on the holiday.

In the event an employee works on December 24, 25, and/or 26 he may elect to receive holiday pay for such day(s) or he may elect to forego his holiday pay and take another day(s) off with pay during the following calendar year. This day(s) will be scheduled in accordance with the Floating

Holiday provision, Section XI of the Labor Agreement. The employee's birthday holiday shall be an optional work holiday. Employees who elect not to work shall be entitled to select one work day off during the month in which their birthday falls. Employees who do not elect a day off shall receive holiday pay for their birthdays in accordance with the provisions of this section.

Employees who elect not to work on the floating holiday will request a specific day to be off. Employees who are requesting a day or days off for a Floating Holiday, Birthday Holiday, Optional Day(s) (for working on December 24, 25, and/or 26) and Incremental Vacation will notify the Company no later than 7:00 a.m. Thursday preceding the week in which the requested day or days off fall. The number of people in a classification and in a line of progression or crew off at any one time will be at the Company's discretion. In cases of conflict in scheduling, seniority shall prevail.

For all shift employees working 12 hour shifts, Holiday pay will be eight (8) hours for the ten (10) designated holidays at the twelve (12) hour base rate, and twelve (12) hours for the two (2) Floating Holidays and the Birthday Holiday at the twelve (12) hour base rate. An employee working on a holiday will be paid time and one half (1½) or double time (2x) at the eight (8) hour base rate for all hours worked on the holiday. In the case of Christmas deferrals, an employee working twelve hours will receive a 12-hour scheduled day off in the next year.

SECTION XII

OVERTIME

1. Overtime shall not subject any employee to loss of time in order to keep within the established work week.
2. Time and one-half will be paid for all hours worked in excess of eight (8) hours within a twenty-four (24) hour period, beginning at the start of a designated shift, or for any hours worked consecutively in excess of eight (8) hours, or for any hours worked in excess of forty (40) hours in any work week.
3. Time and one-half will be paid for hours worked on holidays as specified in this Agreement, with the exception of December 24 and 25, which shall be paid at double time. The first eight (8) hours worked on a holiday shall be included in computing weekly overtime. Holiday hours paid for but not actually worked shall be excluded in determining overtime liability; however, holiday pay hours for employees who are scheduled off because of the holiday shall be considered time worked for the purpose of computing weekly overtime.
4. Overtime shall be paid on a daily or weekly basis, whichever is greater, but shall not be paid on both. Furthermore, overtime shall not be pyramided nor shall more than one basis of

calculating overtime be used to cover the same hours except as stated above in Paragraph 3 of this section.

Employees who work their regular twelve (12) hour schedule will only receive weekly overtime, i.e., $1\frac{1}{2}x$ for hours in excess of 40; daily overtime will be paid for hours worked in excess of twelve (12). All overtime over twelve (12) hours in a day will be paid at the eight (8) hour base rate. Also, all hours worked in excess of the normal twelve (12) hour weekly schedule will be paid at the eight (8) hour base rate overtime rate. This means that weekly overtime will be paid for hours worked in excess of 36 in the case of the normal 36 hour week.

5. Overtime and extra work will be divided as equally as practicable among the qualified employees within a given classification.

SECTION XIII

HOURS OF WORK

The established work week begins at 7:00 a.m. on Monday and ends 7:00 a.m. on the following Monday. For the purpose of computing overtime, the normal work week shall be forty (40) hours and the normal work day shall be eight (8) hours. This is not to be considered a guarantee of eight (8) hours a day or forty (40) hours a week.

For twelve (12) hour shift workers the established work week begins at 7:00 a.m. Monday and ends at 7:00 a.m. on the following Monday. For the purpose of computing overtime, the normal work week shall be thirty six (36) or forty (40) hours based on employees normal weekly work schedule and the normal work day shall be twelve (12) hours. This is not to be considered a guarantee of twelve (12) hours a day or thirty-six (36) hours a week, or forty (40) hours a week, or forty-eight (48) hours a week.

Under the present operating requirements the normal schedule for twelve (12) hour shift workers shall be organized into two (2), twelve (12) consecutive hour shifts as follows:

DAY SHIFT - 7:00 a.m. to 7:00 p.m.

NIGHT SHIFT - 7:00 p.m. to 7:00 a.m.

Under the present operating requirements, the normal schedule for eight (8) hour shift workers shall be organized into three (3), eight (8) consecutive hour shifts as follows:

First Shift 7:00 a.m. to 3:00 p.m.

Second Shift 3:00 p.m. to 11:00 p.m.

Third Shift 11:00 p.m. to 7:00 a.m.

Under the present operating requirements the normal schedule for day workers shall be:

7:00 a.m. to 11:00 a.m.

11:30 a.m. to 3:30 p.m.

OR

7:00 a.m. to 11:30 a.m.

12:00 noon to 3:30 p.m.

If operating requirements are such, day work schedules may be established for times other than those specified above and a thirty (30) minute unpaid lunch period will be part of any newly established schedules.

The time for the start of any employee's shift may be changed at any time by management upon notification to the employee before the end of his regular shift, or sixteen (16) hours prior to the start of his new shift. In this event, the provision of the call time section shall not apply.

Any change in the schedule for day workers shall be posted not later than Thursday noon of the previous week.

Changes in shift workers' schedules which are known to management by Thursday noon of the previous week will be posted. Nothing in this paragraph is to be construed as interfering with Management's right to reschedule pursuant to the preceding paragraph of this same section. Any worker required to work on his off-day will not be required to lose this time later in the week to hold his time within forty (40) hours. In the event of shutdowns, either partial or total, the Company reserves the right to reschedule the workers.

Each worker shall be in his place ready to begin work at his designated starting time. If an employee reports late for work, (i.e. at any time after the scheduled start of his work period) he

may not be permitted to work his scheduled work period. Employees are not allowed to be on the job earlier than fifteen (15) minutes before their starting time.

It is the duty of each worker to report for his designated shift unless he has already arranged for a leave of absence. If unavoidably prevented from reporting, a shift worker shall give his foreman at least four (4) hours notice before his designated starting time. A day worker shall give his foreman at least two (2) hours notice before his designated starting time. If an employee leaves work during his shift, that employee will be required to notify the Company if he is not going to return to work on his next scheduled shift. After a worker has been absent from work for one (1) day, at least four (4) hours notice shall be given prior to the beginning of the period in which he intends to resume duty. After an absence of more than one (1) day, at least sixteen (16) hours notice shall be given prior to the beginning of the period in which he intends to resume duty. Any absentee who reports to work after failure to give notice may be returned home for the day without pay.

At the end of the shift, no shift worker shall be considered properly relieved until his relief has reported to take on the responsibility of the position. If a shift worker's relief does not report for his regular shift, the shift worker shall notify the department superintendent or foreman. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra

shift. However, when an employee has compelling personal reasons for being relieved, such as sickness in the family or other reasons of similar nature, he will be relieved at the discretion of his foreman. Abuse or misuse of this privilege by the employee may result in disciplinary action.

It is recognized that employees may swap shifts, or parts of shifts, by mutual consent with the approval of the employee's immediate supervisor. It is understood that shift swapping will not obligate the Company for any additional overtime. If permission to swap is refused by the supervisor, the employee may immediately appeal to his supervisor's superior.

Except in cases of emergency, as defined by contract, employees shall not be required to report to work prior to their regularly scheduled starting time if they were sent home prior to the completion of a scheduled double shift the day before.

Where the terms "Normal Schedule" and "Regular Schedule" are used in the document, they are understood to mean the employee's work schedules exclusive of vacancy filling, meetings, or other similar occurrences. Nothing in this provision changes or restricts the Company's right to change work schedules in accordance with other provisions of this section.

Employees will not be required to work more than sixteen (16) hours in any twenty-four (24) hour period except in cases of emergency as defined by contract.

AVAILABILITY OF EMPLOYEES

In order to conform with established policies and procedures, the Company often must contact employees while they are off duty. This requires that employees provide adequate means for being contacted by the Company. Each employee is urged to have a personal telephone available.

When the Company makes an effort to reach an employee by telephone or the employee does not have a telephone and contact cannot be made, all rights of the employee which depend upon the ability of the Company to contact him are cancelled.

SECTION XIV

WAGES

1. A copy of the basic hourly wage rate schedule attached (Appendix "A") constitutes and forms a part of this Agreement. The schedule shall remain in effect throughout the life of this Agreement.

The parties recognize the principle of cost neutral as a basic consideration in twelve (12) hour shifts. Therefore, the regular rate for twelve (12) hour shifts will be 97.73% of the established rate for eight (8) hour shifts. The eight (8) hour rate will be referred as the "eight (8) hour base rate" (8HBR), and the twelve (12) hour rate will be referred to as the "twelve (12) hour base rate" (12HBR).

Negotiated pay rate increases will be applied to the 8HBR. All hours worked in a regular twelve (12) hour shifts schedule will be paid at the 12HBR.

2. When major changes are made in the plant which create new jobs or substantially change the duties of existing jobs, management will evaluate the job and inform the Union concerned of the new rate or rates without delay. The Union, if not satisfied with the new rate, may negotiate the rate with management. If no satisfactory rate can thus be established, the rate proposed by management will be put into effect subject to further discussion at the next contract negotiation, in a separate discussion from other adjustment requests, and any changes agreed upon shall be retroactive to the date of the job changes which occasioned the rate adjustments.
3. An employee temporarily set-up to a higher rated job for one (1) hour or more will be paid the rate which has been established for the higher rated job.

An employee assigned to a job carrying a higher rate of pay, but who requires a training period on such job under the supervision of another operator, will not receive the established rate for the job until he/she is able to take over the job and fills the job by himself. Any employee temporarily assigned for the Company's convenience to a job bearing a lower rate shall receive the rate of his regular job during such temporary assignment. An employee who is offered and accepts a lower rated job when work is not available on his regular job shall receive the rate of pay established for the lower rated job.

4. The matter of wages is not to be a subject of arbitration.

SECTION XV

REPORT TIME

Employees reporting for work on their regular schedule, and not previously notified that work will not be available, will receive a minimum of four (4) hours for eight (8) hour shifts, or six (6) hours for twelve (12) hour shifts, at their straight time rate, or paid for the hours worked whichever is greater. In case of breakdown of production equipment, power failure, or acts of God, report time will not be paid.

SECTION XVI

CALL TIME

When employees are called to work at a time other than their regular reporting time, and after having clocked out, they shall be paid two (2) hours plus one and one-half times their straight time rate for all hours worked but in no event will less than four (4) hours at the straight rate be paid. Call time will not be paid in cases where a job or a vacancy is made known to the employee before he is released from work, or when he has been given 16 hours notice.

SECTION XVII

SHIFT DIFFERENTIALS

The shift differential in effect shall be as follows:

Twenty-five (\$.25) cents for the 2nd shift
and forty (\$.40) cents for the 3rd shift.

For employees working twelve (12) hours the last four (4) hours on the day shift and the first four (4) on the night shift will be paid at the 2nd shift rate, and last eight (8) hours on the night shift will be paid at the 3rd shift rate.

SECTION XVIII

MACHINE CLOTHING AND WIRE CHANGE

Any production employee actually engaged in work from the refiners to the winder during a wire or clothing change at a time other than his regular shift shall receive three (3) hours wire time, plus time and one-half for all hours worked on the wire or clothing change outside his regular shift.

Employees who are eligible to receive payment of wire time, and who are working their regularly scheduled day shift (7:00 a.m. - 7:00 p.m.) will receive three (3) hours wire time pay for a wire/clothing change which takes place between 3:00 p.m. - 7:00 p.m.

Any time paid under this provision shall not be used in the computation of weekly overtime.

A machine crew held over at the end of their regularly scheduled shift to restring the wire will receive no less than two (2) hours pay at time and one-half.

SECTION XIX

LEAVE OF ABSENCE

In conformance with the Company's policy regarding leaves of absence, employees may request in writing a leave of absence up to sixty (60) days without prejudice to seniority rights. Copies of all approved leaves of absence and extensions of such shall be furnished to the proper Union Local.

In the event that the International requires the service of any employee for the purpose of working for the International, a leave of absence will be granted to not more than two (2) employees upon written request from the International. Such requests must be received prior to the posting of the weekly work schedule for the week the leave is to begin. Leaves will extend for a minimum of thirty (30) days and for a maximum of one (1) year with a one (1) year extension permitted. While on such leave of absence the employee waives all rights to benefit insurances, but continues to accrue seniority up to a maximum of the two (2) years leave.

Should a permanent promotion become available when an employee is on such leave for the International Union, he shall be notified of same. If he does not elect to accept the promotion, the man who goes ahead shall forever remain ahead.

Local Union officials shall be allowed a reasonable amount of time off from work when necessary to attend Local Union business functions which are held off Company premises during their working hours. The Company will also continue the practice of allowing Union officials and members time off from work to attend Union conventions and seminars provided proper request and timely notice is given to the Company.

SECTION XX

LEAVE FOR MILITARY SERVICE

It is the policy of the Company to fully comply *with the letter and intent of all laws and regulations* concerning the rights and privileges of employees who leave positions to enter upon active duty in the armed forces of the United States.

Employees who are members of the National Guard or a Reserve Unit of the Armed Forces of the United States who are required to attend field training exercises as members of an organized unit shall be granted time off for this purpose. A regular employee will receive the difference between the pay received from the Government and his regular straight time pay for the same period of time not to exceed sixteen (16) consecutive days. However, pay received from the Government for those days the employee would otherwise have been scheduled off will be excluded from this computation.

SECTION XXI

MEALS

Employees who work schedules which do not include an unpaid lunch time will be allowed time to eat their meals. These employees will not suffer any loss of pay due to eating their meals.

SECTION XXII

BULLETIN BOARDS

A bulletin board will be furnished to each Union Local for posting official Union notices. The boards shall not be used for materials of a controversial, political, or advertising nature.

SECTION XXIII

DISCIPLINE OF EMPLOYEES AND RECORD OF SAME

If the employee to be disciplined is called in for questioning during an investigation, he shall be accompanied by a Union representative. When a statement against an employee is to be entered into the personnel record of the employee, the Company will furnish the employee with a copy of same and require him to sign the original of such copy, indicating that he has acknowledged receipt of same, but such signature is not admission of guilt.

The appropriate Local Union president will be furnished a copy of such disciplinary statement.

The employee acknowledging receipt of the reprimand may institute grievance proceedings, and should the employee concerned be found to have been unjustly reprimanded, all records of such reprimand shall be removed from the personnel record. Reprimands will not be considered a part of an individual's permanent record after one (1) year and such reprimands shall be returned to the employee at the end of one (1) year, if so requested by the employee or the Union.

SECTION XXIV

COMPANY RULES

Company rules include but are not limited to those listed in APPENDIX "D" of this Agreement. Reasonable changes or additions to these rules may be made from time to time and the Company shall notify the Union of same prior to the notification to all employees. By the publishing of these rules and notification of changes and additions, it shall be considered that employees will have complete knowledge of the rules. The employees shall abide by the Company's rules and practices; however, the Union may question the reasonableness of any new rule.

SECTION XXV

MISCELLANEOUS

The Company shall have the right to enter into agreements with independent contractors to perform maintenance, construction, or service work.

The above supersedes all Supplemental Agreements, position statements, prior understandings written or oral, grievance answers or arbitration awards, or any other source related to contracting of work.

When Mill-site maintenance, construction work, or service work is contracted out, the Company will notify the Union in accordance with provisions contained in the Summary. In those instances when the Company has previously notified the Union of recurring work, subsequent notification is not required. No regular maintenance employee will be laid off or have his regular classified rate reduced as a result of subcontracting.

Supervisors will not perform work customarily performed by members of the Mill Bargaining Unit, except for instruction and protection of Company property and employee's safety.

Students who may be employed during the summer months shall not accrue seniority nor will they be employed in such a way as to deprive regular employees of overtime who are working

in the same classification as the student, if said regular employees in the same classification want the overtime. Students will not deprive regular employees of recall or promotional rights. The Company will provide the appropriate Local Union Presidents with a list of the names of students employed in their respective areas.

Students will not be set-up more than one job above Reserve.

Meetings: Employees may be scheduled in on their off days for meetings, training, etc. Where possible, scheduling employees who are on their long breaks should be avoided. Regular department safety meetings will continue to be held as they are now.

The following guidelines are intended to cover those situations where an employee is scheduled to attend a meeting or a training activity at a time other than during the course of his/her scheduled shift. The intent of these guidelines is to insure that an employee will not lose time from his regular schedule due to attendance at a meeting or training.

The following cases illustrate the most commonly occurring examples. Cases not specifically covered by these examples should be handled consistent with the example:

1. Meeting occurring either before or after the employee's scheduled shift which are four

(4) hours or less. The employee will be paid time-and-one-half ($1\frac{1}{2}$) at the eight (8) hour rate for the actual time of the meeting. These meetings cannot exceed four (4) hours in length, and scheduling after a twelve (12) hour shift is discouraged. An exception to this is Safety Meetings.

2. Meetings scheduled on the employee's off shift: Will be paid at a minimum of four (4) hours straight time at the eight (8) hour rate, or the actual time of the meeting at $1\frac{1}{2}$ x at the eight (8) hour rate, whichever is greater. Time-and-one-half ($1\frac{1}{2}$) will be paid providing the employee works his regular schedule for that week. Payment under this example is not the same as Report Time.
3. Meetings scheduled prior to or following a scheduled 12 hour shift where the meeting is eight (8) hours or more in duration: If the employee is scheduled to work the 7pm - 7am shift prior to the meeting, he will not work his scheduled night shift, and he will receive twelve (12) hours pay at the 12 hour rate for attending the meeting. If the employee is scheduled to work the 7pm - 7am shift the night following the meeting, he will be given an eight (8) hour break between the end of the meeting and his reporting for his shift. This may mean, therefore, that he might report for his regular shift at 11pm instead of 7pm. In this case, he will be paid twelve (12) hours at the 12 hour rate for his regular shift.

4. Meetings scheduled for the entire week: The employee's work schedule will be changed for the week, and he will be paid for the time he actually attends meetings/training, etc. However, he will be given the opportunity to work sufficient overtime to insure no loss of earnings had he worked his regular shift.

NOTE:

1. When an employee is given the opportunity to work overtime to insure no loss of earnings, the overtime work will be related to the meeting, or to a training activity. The employee will not perform "extra work" in his department.
2. Meetings scheduled for less than a full week, but for more than one day will be scheduled and paid consistent with the above.
3. An employee scheduled for a full week meeting/training will not be eligible to fill vacancies during that week.

SECTION XXVI

FUNERAL LEAVE

In the event of a death in the immediate family of a regular employee, the employee will be compensated at eight (8) hours regular straight time

rate of pay or twelve (12) hours at the twelve (12) hour base rate for each scheduled day of work lost up to the maximum number of consecutive days as follows:

Maximum Days of Pay

- a) **5 Consecutive Days - Death of spouse, children, stepchildren living in household of the employee, and legally adopted children will have the same status as children related by blood.**
- b) **3 Consecutive Days - Death of father, mother, brother, sister, father-in-law, mother-in-law, step-mother and step-father, grandfather, grandmother, spouse's grandfather and spouse's grandmother.**
- c) **1 Day - Death of grandchildren, brother-in-law and sister-in-law. Brother-in-law and sister-in-law are defined as: the spouse of an employee's brother or sister and/or the brother or sister of an employee's spouse.**

For the computation of pay for the maximum days shown in cases "A" or "B", the two (2) days preceding the funeral, the day of the funeral and the two (2) days after the funeral are the only days to be considered. In case "C" above, only the day of the funeral is to be considered. Time paid for while on funeral leave will not be counted as hours worked for computing overtime.

Funeral leave pay will not be payable if any of the days lost falls within an employee's approved vacation period or leave of absence. No allowance will be granted in the case where because of distance or other cause the employee does not attend the funeral of the deceased. The Company may require proof of death and relationship before making such payments.

SECTION XXVII

EMPLOYEE BENEFITS

A pension plan and insurance plans which are described in other booklets and documents are incorporated by reference into this Agreement and will not be changed during the term of the Agreement.

SECTION XXVIII

PROVISIONS OF SECTIONS FOUND TO BE IN CONTRAVENTION OF LAW

If any provision or section of the Agreement is in contravention of the laws or regulations of the United States, or of the state of Alabama, such provision shall be superseded by the appropriate provisions of such law or regulations, so long as same is in force and effect, but all other provisions of the Agreement shall continue in full force and effect.

SECTION XXIX

DEFINITIONS

EMERGENCY WORK: Emergency work is work that can be neither anticipated or postponed, such as unforeseen breakdown which will cause loss in production or endanger life or property.

SECTION XXX

JURY DUTY

When a regular employee is called upon to serve on a jury, he shall receive the difference between the amount received for such jury duty and the rate he would have received on his regular scheduled job at straight time (twelve (12) hour base rate) provided the employee notifies his supervisor so that necessary arrangements can be made.

Hours paid for but not worked will not be used in the computation of weekly overtime.

If an employee is scheduled to work the 11:00 p.m. to 7:00 a.m. (7:00 p.m. to 7:00 a.m.) shift on the night before he reports for jury duty, he will be excused from work that night. His pay will be computed as outlined above.

Employees seeking reimbursement under this article must present proof of hours served on jury duty or under subpoena and compensation

received from the court in connection therewith. This section shall also apply in the event an employee is subpoenaed to appear as a witness in a court case, but shall not apply to defendant's in civil or criminal cases.

SECTION XXXI

PLANT VISITATIONS

Local and International Union Officials shall be permitted to visit the mill upon request to the Human Resources Manager whenever the business of the Union shall require their presence, provided that such visits are not abused and they do not interfere with production or with employees while at work.

SECTION XXXII

JOB BID AND TRANSFER PROCEDURES

Excluding Multicraft Mechanic and Mechanic classifications, job vacancies occurring in a non-progression or reserve classification shall be posted on the bulletin board Wednesday for a period of five (5) scheduled production days, excluding Saturdays, Sundays, and Holidays. Where there is no Reserve classification in a line of progression, the bottom job in the line shall be posted. The number of anticipated vacancies shall be included on the posted notice.

A lock box and appropriate forms will be placed in the employee entrance way. An employee wishing to submit a bid will complete the appropriate form and put it in the lock box. The personnel department will pick up such submitted bids from the lock box.

When bidding employees are relatively equal in ability and qualifications the senior bidding employee (*Mill Seniority*) shall be awarded the position vacancy. The employee may return at his option to his former position within fifteen (15) working days (ten (10) working days for employee working 12-hour shift schedule) from the date of his transfer. The employee may be returned by the Company to his old position because of demonstrated ineptitude within thirty (30) days.

If an employee's bid is accepted, the employee will be transferred to the new position within ten (10) calendar days from the date the job is awarded. Bid acceptance will be indicated by posted award. Bid acceptances will be limited to one (1) every six (6) months unless the six (6) month limitation is waived by mutual consent of the parties to this Agreement.

The six (6) month bidding limitation shall not, however, restrict an employee's right to bid for a new position classification that has not been previously established in schedule "A".

When the Company determines that a vacancy in the maintenance training program exists, it shall post a notice of transfer opportunity to the

maintenance training program which shall include the number of anticipated vacancies. The qualifications and abilities for entry, progression, and completion of the training program shall be determined by the Company.

The Company shall be entitled to select the most qualified applicant; however, where qualifications and ability are relatively equal, the senior employee (mill seniority) shall be awarded the training position. *Qualified employee-applicants* shall be awarded these vacancies prior to hiring from the outside.

An employee moving from one job or department to another shall begin to acquire job and/or department seniority after he qualified on the job (30 days). An employee shall not hold seniority in more than one job or department. If the vacancy cannot be filled by the above procedure or there are no qualified bidders or applicants, the Company may fill the vacancy at their discretion.

SECTION XXXIII

MANAGEMENT RIGHTS

The Union agrees that unless specifically abridged by this Agreement, the Company shall be vested solely with all the rights it had prior to the signing of this Agreement, including the management of the business, the direction of the working force, the right to hire, plan, direct and control all plant operations; the right to establish, change or introduce new or improved methods or

facilities; the right to promote, demote, layoff, assign or transfer, discipline, or discharge for just cause, but not to the exclusion of other rights which are not specifically enumerated but normally belong to and are inherent to management. This clause shall not be used to discriminate against any employee's rights under this Agreement.

SECTION XXXIV

PRODUCTIVITY AND CREW CONCEPTS

The Productivity and Crew Concepts are designed to improve the efficiency and productivity of the Courtland Mill. By being more efficient and competitive, the job security of all employees is enhanced.

It is understood that the elements of this concept will supersede any rule, commitment, understanding, grievance settlement or arbitration award in conflict with this article except those enumerated in the Labor Agreement.

1. It is not the intent of this concept to destroy traditional job duties or job classifications and it is generally recognized that an employee can work more satisfactorily on the type of work identified within his classification. However, in order to achieve maximum efficiency of operations an employee occupying a classification other than a Reserve position may be assigned to another progression line or depart-

ment if his job is not operating, provided he does not displace another employee. Reserve employees may be assigned to work in any progression line or department if needed. Production employees and maintenance employees will be expected to assist each other.

2. All bargaining unit employees will perform adjustments, repairs, or other work of a maintenance nature of which they are capable of safely performing. This is intended to more effectively utilize the capabilities of production employees and allow Maintenance Mechanics to concentrate on the tasks where their skills are most needed.
3. The operational areas of the Mill are assigned along functional lines and are staffed by crews whose primary function is to work as a team assisting each other in accomplishing their assigned tasks and responsibilities. Team members are trained in various operational duties and tasks within their department or line of progression to enable them to assist each other and work as a team. Functions of the operating crew may include inspections and testing. As operating conditions warrant, employees may be given temporary assignments which are customarily performed by employees in higher or lower classifications. It is understood that when such assignments are performed, employees will not receive an increase or decrease in rate of pay. Employees scheduled or setup to a higher rated classification will be paid such higher rate.

SECTION XXXV

SCOPE OF AGREEMENT

This agreement contains the full and complete agreement on all bargaining issues between the parties.

Any side agreement, memoranda of understanding, other agreements, written or oral, which are not incorporated into this agreement are null and void.

There are and shall be no other agreements except as enumerated herein, or as may be agreed upon during the contract term of this agreement. Any such agreements that are made during the contract term shall be reduced to writing and executed by the parties.

SECTION XXXVI

TRAINING

In furtherance of the principles set forth in Section II, there is a mutual recognition of the on-going need for training on both new and existing equipment and processes and a pledge of cooperation to that end. Training will benefit the employees, the Union and the Company. The Company commits itself to the resources necessary to support that effort and the Union and the employees commit themselves to encourage, participate, and cooperate in that effort. Employees will be expected to be trained, and will be allowed to act as resources, trainers, and coordinators.

The intention of the training process is to refresh current skills, acquire new skills, and bring those skills to the job.

Tests may be administered to demonstrate whether skills have been acquired and/or retained, and to evaluate the effectiveness of the training process. Test results will not be used to disqualify or promote/demote employees, to evaluate job performance, or as evidence in disciplinary action.

Where commitments to seniority have been made in the collective bargaining agreement, they will not be by-passed.

SECTION XXXVII

PAYROLL DEDUCTION OF UNION DUES

The Company will deduct from the pay of any Union member covered by this Agreement upon said member's written request his Union initiation fee and current monthly dues. All monies deducted by the Company in accordance with this section will be remitted monthly to the financial secretary of the appropriate Signatory Union Local with an itemized statement in duplicate of the deductions covered by such remittance. The Unions who are parties to the Agreement agree to indemnify the Company and hold harmless from and against any and all loss or damage that may be incurred by the Company by reason of making such deduction and remittances.

Such authorization for deductions shall be made on the form indicated below:

I hereby voluntarily assign to my Local Union affiliated with the United Paperworkers International Union from any wages earned or to be earned by me, the amount of my monthly membership dues in said Union.

I authorize and direct my employer to deduct such amounts from pay each month and to remit the same to the order of the financial secretary of my Local Union in accordance with the terms of this Agreement.

This assignment, authorization and direction shall be irrevocable for a period of one year from the effective date of the Agreement, or until the termination date of said Agreement, whichever occurs sooner; and further agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining Agreement with the Union whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than thirty (30) days or less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable collective bargaining Agreement, whichever occurs sooner.

Date _____

Name _____

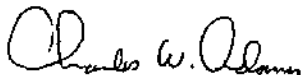
SECTION XXXVIII

In witness whereof, the Company and the Union have caused this Agreement to be executed. Signed by the following:

CHAMPION INTERNATIONAL
COURTLAND MILL
COURTLAND, ALABAMA



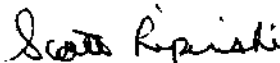
William C. Bannan
Vice President
Operations Manager



Charles W. Adams, Manager
Labor Relations



David G. Burton, Manager
Human Resources



Scott Lipinski, Manager
Human Resources and Development

UNITED PAPERWORKERS
INTERNATIONAL UNION, AFL-CIO

Emory V. Barnette

Emory V. Barnette

International Representative

Danny R. Morris

Danny R. Morris, President

Local #193

Dennis R. Smith

Dennis R. Smith

Local #193

Donnie L. Mason

Donnie L. Mason

Local #193

Darrell W. Fuller

Darrell W. Fuller, President

Local #1137

William T. Peck

William T. Peck

Local #1137

Lawrence H. Gill

Lawrence H. Gill

Local #1137

Joe E. Marshall

Joe E. Marshall, President

Local #1161

Michael B. McCreless

Michael B. McCreless

Local #1161

Gordon Crawford

Gordon Crawford

Local #1161

APPENDIX "A" - 8 HOUR SHIFTS

Rates effective Monday closest to December 15

FIBER PREP

	1995	1996	1997	1998	1999	2000	2001
FPC3 Operator Coordinator 3	23.05	23.74	24.45	25.19	25.94	26.72	27.12
FPC2 Operator Coordinator 2	22.35	23.02	23.71	24.42	25.16	25.91	26.30
FPC1 Operator Coordinator 1	21.59	22.24	22.90	23.59	24.30	25.03	25.40
FPA4 Barge Chip	21.59	22.24	22.90	23.59	24.30	25.03	25.40
FPA3 A Operator 3	20.67	21.29	21.93	22.59	23.26	23.96	24.32
FPA2 A Operator 2	19.77	20.36	20.97	21.60	22.25	22.92	23.26
FPA1 A Operator 1	19.00	19.57	20.16	20.76	21.38	22.03	22.36
FPB3 B Operator 3	17.37	17.89	18.43	18.98	19.55	20.14	20.44
FPB2 B Operator 2	16.33	16.82	17.32	17.84	18.38	18.93	19.21
FPB1 B Operator 1	15.27	15.73	16.20	16.69	17.19	17.70	17.97
FPD3 C Operator 2	14.13	14.55	14.99	15.44	15.90	16.38	16.63
FPD2 C Operator 1	13.44	13.84	14.26	14.69	15.13	15.58	15.81
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

PULP MANUFACTURING - FIBER LINE

FL01 Crew Leader	23.22	23.92	24.63	25.37	26.13	26.92	27.32
FL02 First Asst Operator A	22.46	23.13	23.83	24.54	25.28	26.04	26.43
FL03 First Asst Operator B	22.28	22.95	23.64	24.35	25.08	25.83	26.22
FL04 First Asst Operator C	22.14	22.80	23.49	24.19	24.92	25.67	26.05
FL05 Second Asst Operator	21.39	22.03	22.69	23.37	24.07	24.80	25.17
FL06 Third Asst Operator	21.28	21.92	22.58	23.25	23.95	24.67	25.04
FL07 Third Asst Operator B	20.94	21.57	22.22	22.88	23.57	24.28	24.64
FL08 First Pulp Asst A	17.79	18.32	18.87	19.44	20.02	20.62	20.93
FL09 First Pulp Asst B	17.36	17.88	18.42	18.97	19.54	20.12	20.43
FL10 Utility	13.30	13.70	14.11	14.53	14.97	15.42	15.65
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

PULP MANUFACTURING - CHEMICAL LINE

	1995	1996	1997	1998	1999	2000	2001
CL01 Crew Leader	23.22	23.92	24.63	25.37	26.13	26.92	27.32
CL02 First Chemical Asst Operator A	21.18	21.92	22.58	23.25	23.95	24.67	25.04
CL03 First Chemical Asst Operator B	19.31	19.89	20.49	21.10	21.73	22.39	22.72
CL04 First Chemical Asst	17.10	17.61	18.14	18.69	19.25	19.82	20.12
CL05 Second Chemical Asst A	16.76	17.26	17.78	18.31	18.86	19.43	19.72
CL06 Second Chemical Asst B	16.53	17.03	17.54	18.06	18.60	19.16	19.45
CL07 Second Chemical Asst C	16.42	16.91	17.42	17.94	18.48	19.04	19.32
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19
TO06 Tall Oil Operator	16.53	17.03	17.54	18.06	18.60	19.16	19.45

RECOVERY AND UTILITIES - LOW PRESSURE

LP01 Process Coordinator	24.60	25.34	26.10	26.88	27.69	28.52	28.95
LP02 Field Coordinator 2	24.09	24.81	25.56	26.32	27.11	27.93	28.35
LP03 Field Coordinator 1	23.58	24.29	25.02	25.77	26.54	27.34	27.75
LP04 System Control Operator 2	23.06	23.75	24.46	25.20	25.95	26.73	27.13
LP05 System Control Operator 1	22.81	23.49	24.20	24.93	25.67	26.44	26.84
LP06 Recovery Boiler Operator	22.29	22.96	23.65	24.36	25.09	25.84	26.23
LP07 Evaporator Operator	22.04	22.70	23.38	24.08	24.81	25.55	25.93
LP08 Treated Water Operator	21.01	21.64	22.29	22.96	23.65	24.36	24.72
LP09 Power Boiler Operator	19.99	20.59	21.21	21.84	22.50	23.17	23.52
LP10 Recovery Boiler Field Oper #3	17.95	18.49	19.04	19.61	20.20	20.81	21.12
LP11 Recovery Boiler Field Oper #2	17.20	17.72	18.25	28.79	19.36	19.94	20.24
LP12 Recovery Boiler Field Oper #1	16.45	16.94	17.45	17.98	18.51	19.07	19.36
LP13 General Processor	13.01	13.40	13.80	14.22	14.64	15.08	15.31
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

RECOVERY AND UTILITIES - HIGH PRESSURE

		1995	1996	1997	1998	1999	2000	2001
HP01	Process Coordinator	24.60	25.34	26.10	26.88	27.69	28.52	28.95
HP02	Field Coordinator 2	24.09	24.81	25.56	26.32	27.11	27.93	28.35
HP03	Field Coordinator 1	23.58	24.29	25.02	25.77	26.54	27.34	27.75
HP04	System Control Operator 2	23.06	23.75	24.46	25.20	25.95	26.73	27.13
HP05	System Control Operator 1	22.81	23.49	24.20	24.93	25.67	26.44	26.84
HP06	Generator Operator	22.29	22.96	23.65	24.36	25.09	25.84	26.23
HP07	Recovery Evaporator Operator	22.04	22.70	23.38	24.08	24.81	25.55	25.93
HP08	Demineralizer Operator	21.01	21.64	22.29	22.96	23.65	24.36	24.72
HP09	Power Boiler Operator	19.99	20.59	21.21	21.84	22.50	23.17	23.52
HP10	Recovery Boiler Field Oper #3	17.95	18.49	19.04	19.61	20.20	20.81	21.12
HP11	Recovery Boiler Field Oper #2	17.20	17.72	18.25	18.79	19.36	19.94	20.24
HP12	Recovery Boiler Field Oper #1	16.45	16.94	17.45	17.98	18.51	19.07	19.36
HP13	General Processor	13.01	13.40	13.80	14.22	14.64	15.08	15.31
RV98	Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19
WP01	No. 2 Certification	19.99	20.59	21.21	21.84	22.50	23.17	23.52
WP02	No. 1 Certification	18.96	19.53	20.11	20.72	21.34	21.98	22.31
WP03	Water Plant Operator	17.95	18.49	19.04	19.61	20.20	20.81	21.12
WP04	ASP Operator	17.20	17.72	18.25	18.79	19.36	19.94	20.24
WP05	Dewatering Plant Operator	16.45	16.94	17.45	17.98	18.51	19.07	19.36

QPI - QUALITY CONTROL

	1995	1996	1997	1998	1999	2000	2001
QC01 Crew Leader 33/34	20.19	20.80	21.42	22.06	22.72	23.41	23.76
QC31 #35 Inspector	19.44	20.02	20.62	21.24	21.88	22.54	22.87
QC02 Crew Leader 30/31/CVT	19.07	19.64	20.23	20.84	21.46	22.11	22.44
QC03 No. 33 Coated Inspector	19.00	19.57	20.16	20.76	21.38	22.03	22.36
QC04 No. 30/31 Inspector	18.66	19.22	19.80	20.39	21.00	21.63	21.96
QC05 No. 33/34 Inspector	18.32	18.87	19.44	20.02	20.62	21.24	21.56
QC07 Utility Inspector	16.48	16.97	17.48	18.01	18.55	19.10	19.39
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

QPI - PROCESS CONTROL

PS01 Crew Leader 31/32	18.73	19.29	19.87	20.47	21.08	21.71	22.04
PS31 #35 Tester	18.11	18.65	19.21	19.79	20.38	20.99	21.31
PS02 No. 33/34 Tester	17.61	18.41	18.68	19.24	19.82	20.41	20.72
PS03 No. 30/31 Tester	17.40	17.92	18.46	19.01	19.58	20.17	20.47
PS04 Pulp Tester I	15.98	16.46	16.95	17.46	17.99	18.53	18.80
PS05 Pulp Tester II	15.56	16.03	16.51	17.00	17.51	18.04	18.31
PS06 Pulp Tester III	15.33	15.79	16.26	16.75	17.25	17.77	18.04
PS07 Chip Tester	13.57	13.98	14.40	14.83	15.27	15.73	15.97
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

MAINTENANCE

	1995	1996	1997	1998	1999	2000	2001
MM10 Multicraft Mechanic A	21.98	22.64	23.32	24.02	24.74	25.48	25.86
MS10 Multicraft Mechanic A	22.72	23.40	24.10	24.83	25.57	26.34	26.73
MM11 Multicraft Mechanic B	21.06	21.69	22.34	23.01	23.70	24.41	24.78
MS11 Multicraft Mechanic B	21.79	22.44	23.12	23.81	24.52	25.26	25.64
MM12 Multicraft Mechanic C	20.34	20.95	21.58	22.23	22.89	23.58	23.93
MS12 Multicraft Mechanic C	21.06	21.69	22.34	23.01	23.70	24.41	24.78
MM13 Multicraft Mechanic D	19.15	19.72	20.32	20.93	21.55	22.20	22.53
MS13 Multicraft Mechanic D	19.84	20.44	21.05	21.68	22.33	23.00	23.34
MM14 Mechanic E	17.13	17.64	18.17	18.72	19.28	19.86	20.16
MS14 Mechanic E	17.77	18.30	18.85	19.42	20.00	20.60	20.91
TL01 Trainee Level 1							
TL01 Trainee Level 1*							
TL02 Trainee Level 2							
TL02 Trainee Level 2*							
TL03 Trainee Level 3							
TL03 Trainee Level 3*							
TL04 Trainee Level 4							
TL04 Trainee Level 4*							
TL05 Trainee Level 5							
TL05 Trainee Level 5*							
MS15 Tool Room Attendant	19.69	20.28	20.89	21.52	22.16	22.83	23.17

MAINTENANCE - MILL SERVICES

MM25 Mill Services - Crew Leader	16.45	16.94	17.45	17.98	18.51	19.07	19.36
MM30 Mill Services	14.62	15.06	15.51	15.98	16.45	16.95	17.20

STOREROOM

		1995	1996	1997	1998	1999	2000	2001
SM01	Crew Leader	18.98	19.55	20.14	20.74	21.36	22.00	22.33
SM02	Whse-Receiving Clerk	17.37	17.89	18.43	18.98	19.55	20.14	20.44
RV98	Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

TRANSPORTATION

TC01	Crew Leader-Engineer	18.54	19.10	19.67	20.26	20.87	21.49	21.82
TC02	Switchman	16.32	16.81	17.31	17.83	18.37	18.92	19.20

MATERIAL HANDLING

MH01	Crew Leader	17.24	17.76	18.29	18.84	19.40	19.99	20.29
MH02	Material Handler	15.62	16.09	16.57	17.07	17.58	18.11	18.38

FIRE CONTROL

FI01	Fire-Safety Inspector*	19.40	19.98	20.58	21.20	21.83	22.49	22.83
FI02	Asst Fire-Safety Inspector*	17.96	18.50	19.05	19.63	20.21	20.82	21.13

NO. 30 PAPER MACHINE

		1995	1996	1997	1998	1999	2000	2001
NM01	Crew Leader	23.22	23.92	24.63	25.37	26.13	26.92	27.32
NM02	Back Tender	22.48	23.15	23.85	24.56	25.30	26.06	26.45
NM03	Third Hand	19.04	19.61	20.20	20.81	21.43	22.07	22.40
NM04	Fourth Hand	16.85	17.36	17.88	18.41	18.96	19.53	19.83
NM05	Fifth Hand	15.42	15.88	16.36	16.85	17.36	17.88	18.14
NM06	Sixth Hand	15.17	15.63	16.09	16.58	17.07	17.59	17.85
NM07	Seventh Hand	15.02	15.47	15.93	16.41	16.91	17.41	17.67
NW01	Roll Wrap Operator	14.83	15.27	15.73	16.21	16.69	17.19	17.45
NW02	Roll Wrap Helper	14.74	15.18	15.64	16.11	16.59	17.09	17.34
RV98	Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 30 PAPER MACHINE FURNISH

NF01	Crew Leader	22.14	22.80	23.49	24.19	24.92	25.67	26.05
NF02	Stock Prep Helper	16.90	17.41	17.93	18.47	19.02	19.59	19.89
RV98	Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 31 PAPER MACHINE

MC01	Crew Leader	23.22	23.92	24.63	25.37	26.13	26.92	27.32
MC02	Back Tender	22.14	22.80	23.49	24.19	24.92	25.67	26.05
MC03	Third Hand	19.04	19.61	20.20	20.81	21.43	22.07	22.40
MC04	Fourth Hand	16.85	17.36	17.88	18.41	18.96	19.53	19.83
MC04	Fifth Hand	15.42	15.88	16.36	16.85	17.36	17.88	18.14
MC06	Sixth Hand	15.17	15.63	16.09	16.58	17.07	17.59	17.85
RV98	Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 31 CHEM PREP	1995	1996	1997	1998	1999	2000	2001	88
CP01 Crew Leader	22.14	22.80	23.49	24.19	24.92	25.67	26.05	
CP02 Chem Furnish Helper A	16.90	17.41	17.93	18.47	19.02	19.59	19.89	
CP03 Chem Furnish Helper B	15.17	15.63	16.09	16.58	17.07	17.59	17.85	

NO. 31 STOCK PREP

FC01 Crew Leader	22.14	22.80	23.49	24.19	24.92	25.67	26.05
FC02 Stock Prep Helper	16.90	17.41	17.93	18.47	19.02	19.59	19.89

PULP DRYER

DC01 Crew Leader	22.14	22.80	23.49	24.19	24.92	25.67	26.05
DC02 Wet End Tender	19.04	19.61	20.20	20.81	21.43	22.07	22.40
DC03 First Helper	16.85	17.36	17.88	18.41	18.96	19.53	19.83
DC04 Loader Stacker	15.17	15.63	16.09	16.58	17.07	17.59	17.85
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 33 PAPER MACHINE

	1995	1996	1997	1998	1999	2000	2001
CM01 Crew Leader	23.22	23.92	24.63	25.37	26.13	26.92	27.32
CM02 Back Tender	22.14	22.80	23.49	24.19	24.92	25.67	26.05
CM03 Third Hand	19.04	19.61	20.20	20.81	21.43	22.07	22.40
CM04 Fourth Hand	16.85	17.36	17.88	18.41	18.96	19.53	19.83
CM05 Fifth Hand	15.42	15.88	16.36	16.85	17.36	17.88	18.14
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 33 PAPER MACHINE FURNISH

SP01 Crew Leader	22.14	22.80	23.49	24.19	24.92	25.67	26.05
SP02 Stock Prep Helper	16.90	17.41	17.93	18.47	19.02	19.59	19.89
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

OFF MACHINE COATER

OM01 Crew Leader	21.07	21.70	22.35	23.02	23.71	24.43	24.79
OM02 First Asst Operator	19.26	19.84	20.43	21.05	21.68	22.33	22.66
OM03 Coating Controller	17.71	18.24	18.79	19.35	19.93	20.53	20.84
OM04 Second Asst Operator	16.10	16.58	17.08	17.59	18.12	18.66	18.94
OM05 Re-reel Operator	15.42	15.88	16.36	16.85	17.36	17.88	18.14
OM06 Re-reel Helper	14.98	15.43	15.89	16.37	16.86	17.37	17.63
OM07 Coating Helper	14.74	15.18	15.64	16.11	16.59	17.09	17.34
OM08 Utility Helper	14.13	14.55	14.99	15.44	15.90	16.38	16.63
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

SUPERCALENDER

	1995	1996	1997	1998	1999	2000	2001	82
CA01 Crew Leader	19.28	19.86	20.45	21.07	21.70	22.35	22.69	
CA02 First Helper	16.55	17.05	17.56	18.08	18.63	19.19	19.47	
CA03 Second Helper	15.17	15.63	16.09	16.58	17.07	17.59	17.85	
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19	

NO. 33 MACHINE BIWINDER

RP01 Crew Leader	19.28	19.86	20.45	21.07	21.70	22.35	22.69
RP02 Asst Operator	16.55	17.05	17.56	18.08	18.63	19.19	19.47
RP03 Roll Wrap Operator	15.17	15.63	16.09	16.58	17.07	17.59	17.85
RP04 Roll Wrap Helper	15.07	15.52	15.99	16.47	16.96	17.47	17.73
RP05 Utility Helper	14.97	15.42	15.88	16.36	16.85	17.35	17.61
RP06 Core Cutter	14.86	15.31	15.76	16.24	16.73	17.23	17.61
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 34 PAPER MACHINE

LM01 Crew Leader	23.22	23.92	24.63	25.37	26.13	26.92	27.32
LM02 Back Tender	22.48	23.15	23.85	24.56	25.30	26.06	26.45
LM03 Third Hand	19.04	19.61	20.20	20.81	21.43	22.07	22.40
LM04 Fourth Hand	16.85	17.36	17.88	18.41	18.96	19.53	19.83
LM05 Fifth Hand	15.42	15.88	16.36	16.85	17.36	17.88	18.14
LM06 Sixth Hand	15.17	15.63	16.09	16.58	17.07	17.59	17.85
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 34 PAPER MACHINE FURNISH

	1995	1996	1997	1998	1999	2000	2001
LF01 Crew Leader	22.14	22.80	23.49	24.19	24.92	25.67	26.05
LF02 Stock Prep Helper	16.90	17.41	17.93	18.47	19.02	19.59	19.89
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

NO. 35 PAPER MACHINE

WM01 Process Coordinator	25.97	26.75	27.55	28.38	29.23	30.11	30.56
WM02 A Operator	23.91	24.63	25.37	26.13	26.91	27.72	28.13
WM03 B Operator	22.67	23.35	24.05	24.77	25.52	26.28	26.67
WM04 C Operator	21.44	22.08	22.75	23.43	24.13	24.85	25.23
WM05 D Operator	20.20	20.81	21.43	22.07	22.74	23.42	23.77
WM06 A Processor	18.96	19.53	20.11	20.71	21.34	21.98	22.31
WM07 B Processor	17.74	18.27	18.82	19.38	19.97	20.57	20.87
WM08 C Processor	16.53	17.03	17.54	18.06	18.60	19.16	19.45
WM09 D Processor	15.33	15.79	16.26	16.75	17.25	17.77	18.04
WM10 General Processor	14.13	14.55	14.99	15.44	15.90	16.38	16.63
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

ROLL FINISHING

RF01 Roll Finishing Operator	16.92	17.43	17.95	18.49	19.04	19.61	19.91
RF02 Roll Finishing Asst	15.54	16.01	16.49	16.98	17.49	18.02	18.29
RF03 Utility	14.73	15.17	15.63	16.10	16.58	17.08	17.33
RV98 Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

CUTSIZE

		1995	1996	1997	1998	1999	2000	2001
CS01	Crew Leader	19.31	19.89	20.49	21.10	21.73	22.39	22.72
CS02	Operator Asst I	17.43	17.95	18.49	19.05	19.62	20.21	20.51
CS03	Operator Asst II	16.24	16.73	17.23	17.75	18.28	18.83	19.11
CS04	Packaging Asst	15.45	15.91	16.39	16.88	17.39	17.91	18.18
CS05	Utility	14.73	15.17	15.63	16.10	16.58	17.08	17.33
RV98	Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

SHIPPING

SC01	Crew Leader	18.44	18.99	19.56	20.15	20.75	21.38	21.70
SC02	Trucker Loader	16.72	17.22	17.74	18.27	18.82	19.38	19.67
RV98	Reserve	12.91	13.30	13.70	14.11	14.53	14.97	15.19

WAREHOUSE

WH01	Crew Leader	18.44	18.99	19.56	20.15	20.75	21.38	21.70
WH02	Warehouse Trucker	16.72	17.22	17.74	18.27	18.82	19.38	19.67
WH32	Broke Handler	15.60	16.07	16.55	17.05	17.56	18.08	18.36
SO98	Sweeper Operator	12.91	13.30	13.70	14.11	14.53	14.97	15.19

APPENDIX "A" - 12 HOUR SHIFTS
Rates effective Monday closest to December 15

FIBER PREP		1995	1996	1997	1998	1999	2000	2001
FP43	Operator Coordinator 3	22.53	23.21	23.90	24.62	25.36	26.12	26.51
FP42	Operator Coordinator 2	21.84	22.50	23.17	23.87	24.58	25.32	25.70
FP41	Operator Coordinator 1	21.10	21.73	22.38	23.06	23.75	24.46	24.83
FP51	Barge Chip Operator	21.10	21.73	22.38	23.06	23.75	24.46	24.83
FP33	A Operator 3	20.20	20.81	21.43	22.07	22.74	23.42	23.77
FP32	A Operator 2	19.32	19.90	20.50	21.11	21.74	22.40	22.73
FP31	A Operator 1	18.27	18.82	19.38	19.96	20.56	21.18	21.50
FP23	B Operator 3	16.98	17.49	18.01	18.55	19.11	19.68	19.98
FP22	B Operator 2	15.96	16.44	16.93	17.44	17.96	18.50	18.78
FP21	B Operator 1	14.92	15.37	15.83	16.30	16.79	17.30	17.56
FP13	C Operator 2	13.91	14.33	14.76	15.20	15.66	16.13	16.37
FP12	C Operator 1	13.25	13.65	14.06	14.48	14.91	15.36	15.59
RV78	Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

PULP MANUFACTURING - FIBER LINE

FL21	Crew Leader	22.69	23.37	24.07	24.79	25.54	26.30	26.70
FL22	First Asst Operator A	21.95	22.61	23.29	23.99	24.70	25.45	25.83
FL23	First Asst Operator B	21.77	22.42	23.10	23.79	24.50	25.24	25.62
FL24	First Asst Operator C	21.64	22.29	22.96	23.65	24.36	25.09	25.46
FL25	Second Asst Operator	20.90	21.53	22.17	22.84	23.52	24.23	24.59
FL26	Third Asst Operator	20.80	21.42	22.07	22.73	23.41	24.11	24.47
FL27	Third Asst Operator B	20.46	21.07	21.71	22.36	23.03	23.72	24.07
FL28	First Pulp Asst A	17.39	17.91	18.45	19.00	19.57	20.16	20.46
FL29	First Pulp Asst B	16.97	17.48	18.00	18.54	19.10	19.67	19.97
FL30	Utility	13.00	13.39	13.79	14.21	14.63	15.07	15.30
RV78	Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

PULP MANUFACTURING - CHEMICAL LINE

		1995	1996	1997	1998	1999	2000	2001
CL21	Crew Leader	22.69	23.37	24.07	24.79	25.54	26.30	26.70
CL22	First Chemical Asst Operator A	20.80	21.42	22.07	22.73	23.4	24.11	24.47
CL23	First Chemical Asst Operator B	18.87	19.44	20.02	20.62	21.24	21.88	22.20
CL24	First Chemical Asst	16.71	17.21	17.73	18.26	18.81	19.37	19.66
CL25	Second Chemical Asst A	16.38	16.87	17.38	17.90	18.44	18.99	19.27
CL26	Second Chemical Asst B	16.15	16.63	17.13	17.65	18.18	18.72	19.00
CL27	Second Chemical Asst C	16.06	16.53	17.03	17.54	18.06	18.61	18.89
RV78	Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

RECOVERY AND UTILITIES - LOW PRESSURE

LP21	Process Coordinator	24.04	24.76	25.50	26.27	27.06	27.87	28.29
LP22	Field Coordinator 2	23.54	24.25	24.97	25.72	26.49	27.29	27.70
LP23	Field Coordinator 1	23.04	23.73	24.44	25.18	25.93	26.71	27.11
LP24	System Control Operator 2	22.54	23.22	23.91	24.63	25.37	26.13	26.52
LP25	System Control Operator 1	22.29	22.96	23.65	24.36	25.09	25.84	26.23
LP26	Recovery Boiler Operator	21.78	22.43	23.11	23.80	24.51	25.25	25.63
LP27	Evaporator Operator	21.54	22.19	22.85	23.54	24.24	24.97	25.35
LP28	Treated Water Operator	20.53	21.15	21.78	22.43	23.11	23.80	24.16
LP29	Power Boiler Operator	19.54	20.13	20.73	21.35	21.99	22.65	22.99
LP30	Recovery Boiler Field Oper #3	17.54	18.07	18.61	19.17	19.74	20.33	20.64
LP31	Recovery Boiler Field Oper #2	16.81	17.31	17.83	18.37	18.92	19.49	19.78
LP32	Recovery Boiler Field Oper #1	16.08	16.56	17.06	17.57	18.10	18.64	18.92
LP33	General Processor	12.71	13.09	13.48	13.89	14.31	14.73	14.96
RV78	Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

RECOVERY AND UTILITIES - HIGH PRESSURE

	1996	1996	1997	1998	1999	2000	2001
HP21 Process Coordinator	24.04	24.76	25.50	26.27	27.06	27.87	28.29
HP22 Field Coordinator 2	23.54	24.25	24.97	25.72	26.49	27.29	27.70
HP23 Field Coordinator 1	23.04	23.73	24.44	25.18	25.93	26.71	27.11
HP24 System Control Operator 2	22.54	23.22	23.91	24.63	25.37	26.13	26.52
HP25 System Control Operator 1	22.29	22.96	23.65	24.36	25.09	25.84	26.23
HP26 Generator Operator	21.78	22.43	23.11	23.80	24.51	25.25	25.63
HP27 Recovery Evaporator Operator	21.54	22.19	22.85	23.54	24.24	24.97	25.35
HP28 Demineralizer Operator	20.53	21.15	21.78	22.43	23.11	23.80	24.16
HP29 Power Boiler Operator	19.54	20.13	20.73	21.35	21.99	22.65	22.99
HP30 Recovery Boiler Field Oper #3	17.54	18.07	18.61	19.17	19.74	20.33	20.64
HP31 Recovery Boiler Field Oper #2	16.81	17.31	17.83	18.37	18.92	19.49	19.78
HP32 Recovery Boiler Field Oper #1	16.08	16.56	17.06	17.57	18.10	18.64	18.92
HP33 General Processor	12.71	13.09	13.48	13.89	14.31	14.73	14.96
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85
WP21 No. 2 Certification	19.54	20.13	20.73	21.35	21.99	22.65	22.99
WP22 No. 1 Certification	18.53	19.09	19.66	20.25	20.86	21.48	21.80
WP23 Water Plant Operator	17.54	18.07	18.61	19.17	19.74	20.33	20.64
WP24 Activated Sludge Plant Operator	16.81	17.31	17.83	18.37	18.92	19.49	19.78
WP25 Dewatering Plant Operator	16.08	16.56	17.06	17.57	18.10	18.64	18.92

QPI - QUALITY CONTROL

QC21 Crew Leader 33/34	19.73	20.32	20.93	21.56	22.21	22.87	23.22
QC41 #35 Inspector	19.00	19.57	20.16	20.76	21.38	22.03	22.36
QC22 Crew Leader 30/31/CVT	18.64	19.20	19.78	20.37	20.98	21.61	21.93
QC23 No. 33 Coated Inspector	18.57	19.13	19.70	20.29	20.90	21.53	21.85
QC24 No. 30/31 Inspector	18.24	18.79	19.36	19.93	20.53	21.15	21.46
QC25 No. 33/34 Inspector	17.90	18.44	18.99	19.56	20.15	20.75	21.06
QC27 Utility Inspector	16.11	16.59	17.09	17.60	18.13	18.68	18.96
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

QPI - PROCESS CONTROL

	1995	1996	1997	1998	1999	2000	2001
PS21 Crew Leader 31/32	18.30	18.85	19.41	20.00	20.60	21.21	21.53
PS41 #35 Tester	17.70	18.23	18.78	19.34	19.92	20.52	20.83
PS22 No. 33/34 Tester	17.21	17.73	18.26	18.81	19.37	19.95	20.25
PS23 No. 30/31 Tester	17.01	17.52	18.05	18.59	19.14	19.72	20.02
PS24 Pulp Tester I	15.62	16.09	16.57	17.07	17.58	18.11	18.38
PS25 Pulp Tester II	15.21	15.67	16.14	16.62	17.12	17.63	17.90
PS26 Pulp Tester III	14.98	15.43	15.89	16.37	16.86	17.37	15.60
PS27 Chip Tester	13.26	13.66	14.07	14.49	14.92	15.37	15.60
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

STOREROOM

SM22 Wrhse-Receiving Clerk	17.62	18.15	18.69	19.25	19.83	20.43	20.73
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TRANSPORTATION

TC21 Crew Leader-Engineer	18.12	18.66	19.22	19.80	20.39	21.01	21.32
TC22 Switchman	15.95	16.43	16.92	17.43	17.95	18.49	18.77

MATERIAL HANDLING

MH22 Material Handler	15.87	16.35	16.84	17.34	17.86	18.40	18.67
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NO. 30 PAPER MACHINE

	1995	1996	1997	1998	1999	2000	2001
NM21 Crew Leader	22.69	23.37	24.07	24.79	25.54	26.30	26.70
NM22 Back Tender	21.97	22.63	23.31	24.01	24.73	25.47	25.85
NM23 Third Hand	18.61	19.17	19.74	20.34	20.96	21.57	21.90
NM24 Fourth Hand	16.47	16.96	17.47	18.00	18.54	19.09	19.38
NM25 Fifth Hand	15.07	15.52	15.99	16.47	16.96	17.47	17.73
NM26 Sixth Hand	14.83	15.27	15.73	16.21	16.69	17.19	17.45
NM27 Seventh Hand	14.68	15.12	15.57	16.04	16.52	17.02	17.27
NW21 Roll Wrap Operator	14.49	14.92	15.37	15.83	16.31	16.80	17.05
NW22 Roll Wrap Helper	14.41	14.84	15.29	15.75	16.22	16.71	16.96
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

NO. 30 PAPER MACHINE FURNISH

NF21 Crew Leader	21.64	22.29	22.96	23.65	24.36	25.09	25.46
NF22 Stock Prep Helper	16.52	17.02	17.53	18.05	18.59	19.15	19.44
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

NO. 31 PAPER MACHINE

	1995	1996	1997	1998	1999	2000	2001	8
MC21 Crew Leader	22.69	23.37	24.07	24.79	25.54	26.30	26.70	
MC22 Back Tender	21.64	22.29	22.96	23.65	24.36	25.09	25.46	
MC23 Third Hand	18.61	19.17	19.74	20.34	20.95	21.57	21.90	
MC24 Fourth Hand	16.47	16.96	17.47	18.00	18.54	19.09	19.38	
MC25 Fifth Hand	15.07	15.52	15.99	16.47	16.96	17.47	17.73	
MC26 Sixth Hand	14.83	15.27	15.73	16.21	16.69	17.19	17.45	
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85	

NO. 31 CHEM PREP

CP21 Crew Leader	21.64	22.29	22.96	23.65	24.36	25.09	25.46	
CP22 Chem Furnish Helper A	16.52	17.02	17.53	18.05	18.59	19.15	19.44	
CP23 Chem Furnish Helper B	14.83	15.27	15.73	16.21	16.69	17.19	17.45	

NO. 31 STOCK PREP

FC21 Crew Leader	21.64	22.29	22.96	23.65	24.36	25.09	25.46	
FC22 Stock Prep Helper	16.52	17.02	17.53	18.05	18.59	19.15	19.44	

PULP DRYER

DC21 Crew Leader	21.64	22.29	22.96	23.65	24.36	25.09	25.46	
DC22 Wet End Tender	18.61	19.17	19.74	20.34	20.95	21.57	21.90	
DC23 First Helper	16.47	16.96	17.47	18.00	18.54	19.09	19.38	
DC24 Loader Stacker	14.83	15.27	15.73	16.21	16.69	17.19	17.45	
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85	

NO. 33 PAPER MACHINE

	1995	1996	1997	1998	1999	2000	2001
CM21 Crew Leader	22.69	23.37	24.07	24.79	25.54	26.30	26.70
CM22 Back Tender	21.64	22.29	22.96	23.65	24.36	25.09	25.46
CM23 Third Hand	18.61	19.17	19.74	20.34	20.95	21.57	21.90
CM24 Fourth Hand	16.47	16.96	17.47	18.00	18.54	19.09	19.38
CM25 Fifth Hand	15.07	15.52	15.99	16.47	16.96	17.47	17.73
RV78 Reserve	12.61	13.00	13.39	13.79	14.20	14.63	14.85

NO. 33 PAPER MACHINE FURNISH

SP21 Crew Leader	21.64	22.29	22.96	23.65	24.36	25.09	25.46
SP22 Stock Prep Helper	16.52	17.02	17.53	18.05	18.59	19.15	19.44
RV78 Reserve	12.61	13.00	13.39	13.79	14.20	14.63	14.85

OFF MACHINE COATER

OM21 Crew Leader	20.59	21.21	21.84	22.50	23.17	23.87	24.23
OM22 First Asst Operator	18.81	19.38	19.97	20.57	21.18	21.82	22.14
OM23 Coating Controller	17.31	17.83	18.36	18.92	19.48	20.07	20.37
OM24 Second Asst Operator	15.73	16.20	16.69	17.19	17.70	18.24	18.51
OM25 Re-reel Operator	15.07	15.52	15.99	16.47	16.96	17.47	17.73
OM26 Re-reel Helper	14.64	15.08	15.53	16.00	16.48	16.97	17.23
OM27 Coating Helper	14.41	14.84	15.29	15.75	16.22	16.71	16.96
OM28 Utility Helper	13.81	14.22	14.65	15.09	15.54	16.01	16.25
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

SUPERCALENDER

	1996	1996	1997	1998	1999	2000	2001
CA21 Crew Leader	18.84	19.41	19.99	20.59	21.20	21.84	22.17
CA22 First Helper	16.17	16.66	17.15	17.67	18.20	18.75	19.03
CA23 Second Helper	14.83	15.27	15.73	16.21	16.69	17.19	17.45
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

NO. 33 MACHINE BIWINDER**NO. 33 ROLL WRAP**

	1996	1996	1997	1998	1999	2000	2001
RP21 Crew Leader	18.84	19.41	19.99	20.59	21.20	21.84	22.17
RP22 Asst Operator	16.17	16.66	17.15	17.67	18.20	18.75	19.03
RP23 Roll Wrap Operator	14.83	15.27	15.73	16.21	16.69	17.19	17.45
RP24 Roll Wrap Helper	14.73	15.17	15.63	16.10	16.58	17.08	17.33
RP25 Utility Helper	14.63	15.07	15.52	15.99	16.47	16.96	17.21
RP26 Core Cutter	14.52	14.96	15.40	15.87	16.34	16.83	17.09
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

NO. 34 PAPER MACHINE

	1996	1996	1997	1998	1999	2000	2001
LM21 Crew Leader	22.69	23.37	24.07	24.79	25.54	26.30	26.70
LM22 Back Tender	21.97	22.63	23.31	24.01	24.73	25.47	25.85
LM23 Third Hand	18.61	19.17	19.74	20.34	20.95	21.57	21.90
LM24 Fourth Hand	16.47	16.96	17.47	18.00	18.54	19.09	19.38
LM25 Fifth Hand	15.07	15.52	15.99	16.47	16.96	17.47	17.73
LM26 Sixth Hand	14.83	15.27	15.73	16.21	16.69	17.19	17.45
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

NO. 34 PAPER MACHINE FURNISH

	1996	1996	1997	1998	1999	2000	2001
LF21 Crew Leader	21.64	22.29	22.96	23.65	24.36	25.09	25.46
LF22 Stock Prep Helper	16.52	17.02	17.53	18.05	18.59	19.15	19.44
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

NO. 35 PAPER MACHINE

	1995	1996	1997	1998	1999	2000	2001
WM21 Process Coordinator	25.38	26.14	26.93	27.73	28.57	29.42	29.86
WM22 A Operator	23.37	24.07	24.79	25.54	26.30	27.09	27.50
WM23 B Operator	22.16	22.82	23.51	24.21	24.94	25.69	26.07
WM24 C Operator	20.95	21.58	22.23	22.89	23.58	24.29	24.65
WM25 D Operator	19.74	20.33	20.94	21.57	22.22	22.88	23.23
WM26 A Processor	18.53	19.09	19.66	20.25	20.86	21.48	21.80
WM27 B Processor	17.34	17.86	18.40	18.95	19.52	20.10	20.40
WM28 C Processor	16.15	16.63	17.13	17.65	18.18	18.72	19.00
WM29 D Processor	14.98	15.43	15.89	16.37	16.86	17.37	17.63
WM30 General Processor	13.81	14.22	14.65	15.09	15.54	16.01	16.25
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

ROLL FINISHING

RF21 Roll Finishing Operator	16.54	17.04	17.55	18.07	18.62	19.17	19.46
RF22 Roll Finishing Asst	15.19	15.65	16.12	16.60	17.10	17.61	17.87
RF23 Utility	14.40	14.83	15.28	15.74	16.21	16.69	16.94
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

CUTSIZE

CS21 Crew Leader	18.87	19.44	20.02	20.62	21.24	21.88	22.20
CS22 Operator Asst I	17.03	17.54	18.07	18.61	19.17	19.74	20.04
CS23 Operator Asst II	16.87	16.35	16.84	17.34	17.86	18.40	18.67
CS24 Packaging Asst	15.10	15.55	16.02	16.50	17.00	17.51	17.77
CS25 Utility	14.40	14.83	15.28	15.74	16.21	16.69	16.94
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85

SHIPPING

	1995	1996	1997	1998	1999	2000	2001	94
SC21 Crew Leader	18.02	18.56	19.12	19.69	20.28	20.89	21.20	
SC22 Trucker Loader	16.34	16.83	17.34	17.86	18.39	18.94	19.23	
RV78 Reserve	12.62	13.00	13.39	13.79	14.20	14.63	14.85	

WAREHOUSE

WH21 Crew Leader	18.02	18.56	19.12	19.69	20.28	20.89	21.20
WH22 Warehouse Trucker	16.34	16.83	17.34	17.86	18.39	18.94	19.23
WH23 Broke Handler	15.25	15.71	16.18	16.66	17.16	17.68	17.94

PROBATIONARY RATE

Probationary employees hired after October 1, 1986 shall be paid \$8.50 per hour during the probationary period. The probationary rate shall be increased by the general increase beginning 12/15/91.

STUDENT SUMMER HELP

Effective January 1, 1987, student summer help rate will be \$7.75 irrespective of work performed during period of employment.

* REFLECTS A RATE FOR A SHIFT OTHER THAN A 4 SHIFT ROTATION.

APPENDIX "B"**DEPARTMENTS AND LINES OF PROGRESSION****FIBER PREP DEPARTMENT**

FPC1	Crew Leader
FPA1	Equipment Operator A
FPB3	Equipment Operator B
FPB2	Control Point Operator
FPB1	First Woodyard Assistant
FPD3	C Operator 2
FPD2	C Operator 1
RV98	Reserve

PULP MANUFACTURING - FIBER LINE

FL01	Crew Leader
FL02	First Assistant Operator A
FL03	First Assistant Operator B
FL04	First Assistant Operator C
FL05	Second Assistant Operator
FL06	Third Assistant Operator
FL07	Third Assistant Operator B
FL08	First Pulp Assistant A
FL09	First Pulp Assistant B
FL10	Utility
RV98	Reserve

PULP MANUFACTURING - CHEMICAL LINE

CL01	Crew Leader
CL02	First Chemical Assistant Operator A
CL03	First Chemical Assistant Operator B
CL04	First Chemical Assistant
CL05	Second Chemical Assistant A
CL06	Second Chemical Assistant B
CL07	Second Chemical Assistant C
RV98	Reserve

T006 Tall Oil Operator

RECOVERY AND UTILITIES DEPARTMENT

96

LOW PRESSURE

LP01 Process Coordinator
LP02 Field Coordinator 2
LP03 Field Coordinator 1
LP04 System Control Operator 2
LP05 System Control Operator 1
LP06 Recovery Boiler Operator
LP07 Evaporator Operator
LP08 Treated Water Operator
LP09 Power Boiler Operator
LP10 Recovery Boiler Field Operator 3
LP11 Recovery Boiler Field Operator 2
LP12 Recovery Boiler Field Operator 1
LP13 General Processor
RV98 Reserve

HIGH PRESSURE

HP01 Process Coordinator
HP02 Field Coordinator 2
HP03 Field Coordinator 1
HP04 System Control Operator 2
HP05 System Control Operator 1
HP06 Generator Operator
HP07 Recovery Evap Operator
HP08 Demin Operator
HP09 Power Boiler Operator
HP10 Rec Boiler Field Op 3
HP11 Rec Boiler Field Op 2
HP12 Rec Boiler Field Op 1
HP13 General Processor
RV98 Reserve

WATER AND WASTE TREATMENT

WP01 No. 2 Certification
WP02 No. 1 Certification
WP03 Water Plant Operator
WP04 ASP Operator
WP05 Dewatering Plant Operator

QPI DEPARTMENT**QUALITY CONTROL**

QC01 Crew Leader 33/34
QC41 #35 Inspector
QC02 Crew Leader 30/31/CVT
QC03 No. 33 Coated Inspector
QC04 No. 30/31 Inspector
QC05 No. 33/34 Inspector
QC07 Utility Inspector
RV98 Reserve

PROCESS CONTROL

PS01 Crew Leader 31/32
PS31 #35 Tester
PS02 No. 33/34 Tester
PS03 No. 30/31 Tester
PS04 Pulp Tester I
PS05 Pulp Tester II
PS06 Pulp Tester III
PS07 Chip Tester
RV98 Reserve

MAINTENANCE DEPARTMENT

MM10	Multicraft Mechanic A
MS10	Multicraft Mechanic A*
MM11	Multicraft Mechanic B
MS11	Multicraft Mechanic B*
MM12	Multicraft Mechanic C
MS12	Multicraft Mechanic C*
MM13	Multicraft Mechanic D
MS13	Multicraft Mechanic D*
MM14	Mechanic E
MS14	Mechanic E*
TL01	Trainee Level 1
TL01	Trainee Level 1*
MM25	Mill Services - Crew Leader*
MM30	Mill Services*
MM15	Tool Room Attendant

STOREROOM DEPARTMENT

SM01 Crew Leader
 SM02 Whrse-Receiving Clerk
 SM03 Whrse-Receiving Clerk*
 RV98 Reserve
 RV98 Reserve*

TRANSPORTATION DEPARTMENT

TC01 Crew Leader - Engineer
 TC02 Switchman

MATERIAL HANDLING DEPARTMENT

MH01 Crew Leader*
 MH02 Material Handler
 MH02 Material Handler*

FIRE CONTROL DEPARTMENT

FI01 Fire-Safety Inspector*
 FI02 Asst-Fire Safety Inspector*

NO. 30 MACHINE DEPARTMENT**#30 PAPER MACHINE**

NM01 Crew Leader
NM02 Back Tender
NM03 Third Hand
NM04 Fourth Hand
NM05 Fifth Hand
NM06 Sixth Hand
NM07 Seventh Hand

#30 MACHINE FURNISH

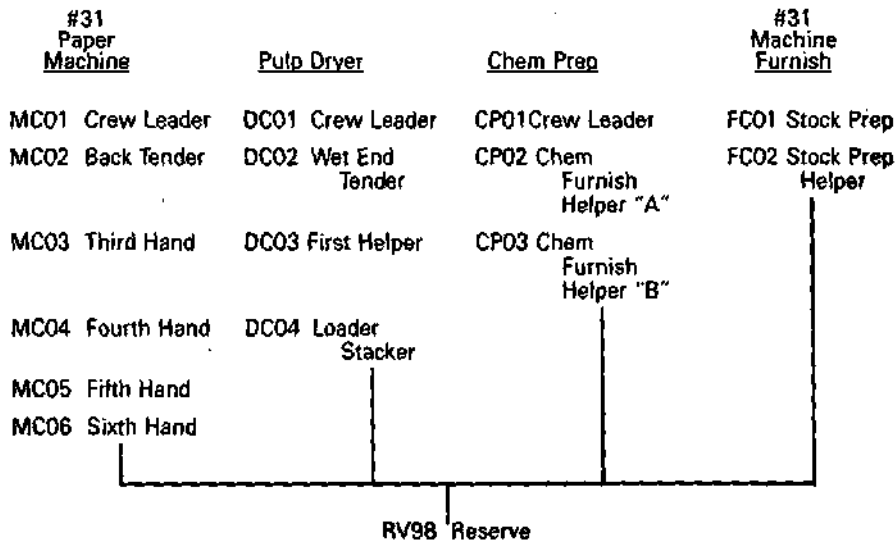
NF01 Crew Leader
NF02 Stock Prep Helper
NW01 Roll Wrap Operator
NW02 Roll Wrap Helper

*RV98 Reserve

*Refer to Memorandum of Understanding between Champion Papers and UPIU, Local 1161, dated 4/23/80.

#31 MACHINE DEPARTMENT

100



#33 MACHINE DEPARTMENT**#33 Paper Machine**

CM01 Crew Leader
 CM02 Back Tender
 CM03 Third Hand
 CM04 Fourth Hand
 CM05 Fifth Hand

#33 Machine Furnish

SP01 Crew Leader
 SP02 Stock Prep Helper

RV98 Reserve

OMC - SUPERCALENDER DEPARTMENT**OM Machine Coater**

OM01 Crew Leader
 OM02 First Assistant Operator
 OM03 Coating Controller
 OM04 Second Assistant Operator
 OM05 Re-reel Operator
 OM06 Re-reel Helper
 OM07 Coating Helper
 OM08 Utility Helper
 RV98 Reserve

Supercalenders

CA01 Crew Leader
 CA02 First Helper
 CA03 Second Helper

#33 BIWINDER AND ROLL WRAP DEPARTMENT

RP01 Crew Leader
 RP02 Assistant Operator
 RP03 Roll Wrap Operator
 RP04 Roll Wrap Helper
 RP05 Utility Helper
 RP06 Core Cutter
 RV98 Reserve

#34 MACHINE DEPARTMENT**#34 Paper Machine**

LM01 Crew Leader
 LM02 Back Tender
 LM03 Third Hand
 LM04 Fourth Hand
 LM05 Fifth Hand
 LM06 Sixth Hand

#34 Machine Furnish

LF01 Crew Leader
 LF02 Stock Prep Helper

RV98 Reserve

#35 PAPER MACHINE**CREW #1**

WM01 Process Coordinator
 WM02 A Operator
 WM03 B Operator
 WM04 C Operator
 WM05 D Operator
 WM06 A Processor
 WM07 B Processor
 WM08 C Processor
 WM09 D Processor

WM10 General Processor

RV98 Reserve

CREW #2

WM01 Process Coordinator
 WM02 A Operator
 WM03 B Operator
 WM04 C Operator
 WM05 D Operator
 WM06 A Processor
 WM07 B Processor
 WM08 C Processor
 WM09 D Processor

CUTSIZE DEPARTMENT

CS01 Crew Leader
 CS02 Operator Assistant I
 CS03 Operator Assistant II
 CS04 Packaging Assistant
 CS05 Utility
 RV98 Reserve

ROLL FINISHING DEPARTMENT

RF01 Operator
 RF02 Assistant
 RF03 Utility
 RV98 Reserve

WAREHOUSE AND SHIPPING DEPARTMENT**WAREHOUSING**

WH01 Crew Leader
 WH02 Warehouse Trucker
 WH03 Brake Handler

RV98 Reserve

SHIPPING

SC01 Crew Leader
 SC02 Trucker Loader

MAINTENANCE DEPARTMENT

MM10 - Multicraft Mechanic "A"

A fully qualified Paper Mill Multicraft Journeyman Mechanic is one who possesses the knowledge and ability to perform, on his own, in two primary and related crafts. He must also work as a knowledgeable helper in all other crafts. In addition, each will be required to have the ability to burn and weld as an accessory skill. (Certified welding will be considered a primary craft.) The *primary and related craft skills* which are designated and recognized will be:

Electrical and Instrument

Pipefitter and/or Millwright and/or

Machinist and/or Roll Grinder and/or

Certified Welder

Mobile Equipment Mechanic

MM11 - Multicraft Mechanic "B"

A Paper Mill Journeyman Mechanic who possesses knowledge and ability to perform, on his own, in a skillful manner in one craft and the ability to work alone on most jobs in his secondary craft. He must also work as a knowledgeable helper in other crafts.

A minimum of six (6) months spent at this step, plus demonstrated skills improvement to the extent necessary to meet the requirements of the next level will be required for advancement.

MM12 - Multicraft Mechanic "C"

A Paper Mill Journeyman Mechanic who possesses knowledge and ability to perform, on his own, in a skillful manner in one craft. He must also work as a knowledgeable helper in other crafts.

A minimum of six (6) months spent at this step, plus demonstrated skills improvement to the extent necessary to meet the requirements of the next level will be required for advancement.

MM13 - Multicraft Mechanic "D"

A Journeyman Mechanic who possesses knowledge and ability to perform, on his own, in a skillful manner in one craft without necessarily having paper mill experience. He must also work as a knowledgeable helper in other duties.

A minimum of six (6) months spent at this step, plus demonstrated skills improvement to the extent necessary to meet the requirement of the next level will be required for advancement.

MM14 - Mechanic "E"

A mechanic who has spent a minimum of two (2) years in one or more of the recognized crafts, or completed the Company's trainee program. A mechanic who possesses knowledge and ability to perform on his own, in a skillful manner the majority of work required in one (1) craft without necessarily having paper mill experience. He must also work as a knowledgeable helper in all other crafts.

A minimum of six (6) months spent at this step, plus demonstrated skills improvement to the extent necessary to meet the requirements of the next level will be required for advancement.

MM30 - Mill Service Crew

In the event the Company implements the trainee program below, Mill Service Crew employees will be given consideration for mechanic trainee - Level 5.

In the event the Company determines that the needs of the Maintenance Department can best be met through a trainee program, the following shall be used:

Mechanic Trainee Level 1

A minimum of six (6) months at this level plus demonstrated skills improvement will be required for advancement to Mechanic E.

Mechanic Trainee Level 2

A minimum of six (6) months at this level plus demonstrated skills improvement will be required for advancement to Level 1.

Mechanic Trainee Level 3

A minimum of six (6) months at this level, plus demonstrated skills improvement will be required for advancement to Level 2.

Mechanic Trainee Level 4

A minimum of six (6) months at this level, plus demonstrated skills improvement will be required for advancement to Level 3.

Mechanic Trainee Level 5

A minimum of six (6) months at this level, plus demonstrated skills improvement will be required for advancement to Level 4.

The Company and the Union will jointly evaluate the progress of Trainees. If a Trainee is not progressing satisfactorily, remedial action, including, if necessary, removal of the Trainee from the program will be done. This will insure that Trainees progressing into Multicraft Mechanic Levels will be able to perform the requirements of Multicraft Mechanics.

Maintenance personnel may be hired at any level of Multicraft Mechanic, Mechanic, or Trainee commensurate with the individual's qualifications.

In order to progress to the next level in the various Trainee Classifications, a Trainee must demonstrate satisfactory job performance and skill improvement, must satisfactorily complete prescribed training courses and meet the qualifications established by the Company in addition to serving the required number of months.

APPENDIX "C"

It is understood that this policy is intended to cover only those employees who, through no fault of their own, are removed from their regular job and suffer a reduction of their regular rate of pay due to their job being abolished or eliminated as a direct result of mill expansion. It is understood that an employee's regular rate and regular job means an employee's permanent classification and hourly rate of pay, exclusive of temporary assignment; and, that employees must accept advancement for which they are qualified to remain eligible under this policy.

An employee whose regular job is abolished or eliminated as a direct result of mill expansion will be protected for a specific period of time, if he is placed in a job with a rate lower than the rate of the job which was abolished or eliminated, as follows:

1. The employee's rate will be protected for a period of six (6) months beginning with the date he/she is placed in a lower rated job, or until he is placed on a job with an equivalent or higher rate.

2. If, after six (6) months, the employee continues to be permanently assigned to a lower rate job, his protected rate will be reduced one half ($\frac{1}{2}$) of the difference between the rate of the abolished or eliminated job and his existing rate for an additional period of up to six (6) months or until he occupies a job of equal or higher rate.
3. After twelve (12) months the employee will receive the rate of the job which he is actually performing.

APPENDIX "D"

RULES FOR EMPLOYEE CONDUCT

Rules for acceptable conduct of employees are necessary for the orderly operation of the Courtland Mill and for the benefit and protection of the right, safety and security of all employees and the Company.

These rules, and others which may be established from time to time, are hereby published to provide and promote understanding of what is considered unacceptable conduct in order to promote a safe, orderly and efficient operation of the Mill.

Any employee who commits any of the following acts or other acts which are properly and customarily the subject of disciplinary action, may be disciplined, including discharge from employment, either after a warning or immediately without warning, depending on the seriousness, nature and circumstances of the violation(s). Repeated violations of the same rule, or compounded violations of more than one, shall be cause for accelerated disciplinary action.

1. Refusing to follow instructions of his foreman or supervisor or to perform assigned work, except that which would endanger himself or other employees.

2. Leaving one's job assignment, location, or department, except in the line of duty, or leaving the Mill without express permission of supervision.
3. Failure to maintain good housekeeping in his work area.
4. Operating any machine, tool or equipment which is not assigned to him by a person with qualifications and authority to make the assignment.
5. Performing unsatisfactory work by willfully or negligently producing defective products or performing defective work.
6. Deliberate sleeping or loafing while on duty.
7. Deliberately damaging, destroying, mutilating, or defacing tools, equipment or any property of the Company or of another employee.
8. Stealing Company property or that of another employee; or removal of Company property or records without supervisory permission.
9. Deliberate falsifying any Company records; knowingly giving false information regarding time, production or work reports; or assisting others to do so in any way.

10. Reporting for work or being in the Mill under the influence of an intoxicating beverage or a drug which has not been prescribed by a physician; or possessing or consuming same on Company premises.
11. Being absent or tardy without satisfactory reasons.
12. Deliberately failing to clock or register his time card, or knowingly registering another employee's time card.
13. After an employee has been absent from work on an illness or injury for more than five (5) scheduled work days and leaves of absence, layoff, or any other reasons for more than thirty days duration, the employee will report to the Mill Nurse for clearance before returning to work, or will have a return to work slip from his doctor.

An employee on a leave of absence because of illness or injury may be required to submit to an examination by a doctor designated by the Company. In the event a dispute occurs in opinion between the Company Doctor and the employee's own physician, it is agreed that the Company shall supply a panel of three (3) doctors from which the employee may select one. Should the employee not find acceptable any of the doctors' names appearing on the panel, it is agreed that the employee's physician and the Company Doctor will agree upon a third

physician to examine the employee.

The employee may exercise his rights to an examination by a third doctor under this provision any time during the three (3) year period specified under Section VIII, paragraph 3, loss of seniority. The finding of a majority of the doctors shall control in all cases, and should this finding be that the employee may not return to work he may again or on subsequent occasions exercise his right under this provision. In such instances the employee could be examined by the same doctor as previously, or the employee could select from a different panel. The expense charged by the third doctor, whenever used, shall be paid for by the Company. This provision shall not be abused by the Company, the Union or the employee.

14. Disregarding established or normal safety, fire and health regulations, practices and precautions.
15. Removal of "Lock-outs" except by the person who "Locked-out" the equipment; removing safeguards or failing to replace such items immediately without reporting same, the reason for not replacing them to responsible supervisor.
16. Being in possession of a master or sub-master key unless specifically authorized by management or any reproduction of a master or sub-master key by any unauthorized person.

17. Failing to report to his supervisor any accident which caused him an injury.
18. Falsifying a report of an accident, or refusing to give all facts when an accident is being investigated.
19. Smoking in unauthorized areas on Company premises.
20. Notifying the family or relatives of an injured or seriously ill employee's condition without the express supervisory authorization of Human Resources and Development Department to do so.
21. Physically assaulting any person or acting with intent to inflict bodily injury to another employee.
22. Threatening, intimidating, coercing other employees; interfering with the activities of another employee in the performance of his work; or directing abusive, vile or insulting remarks to or about another employee on Company premises at any time.
23. Bringing firearms, concealed weapons or explosives onto Company premises, or possessing same on Company premises, without authorization from a person with proper authority to do so.
24. Posting notices or other written material on Company bulletin boards or premises, or removing same without express permission of management.

25. Soliciting, collecting contributions or distributing literature of any description in work areas without permission of management.
26. Committing immoral or indecent acts on Company premises.
27. Gambling or conducting lotteries or other games of chance on company premises at any time.
28. Bringing a camera into the Mill or photographing anything on Company premises at any time.
29. Parking in unauthorized or restricted locations on Company premises.
30. Garnishments in excess of the limitations or applicable State and Federal laws.
31. Being convicted of violating any civil or criminal law which is of such a nature that whether a period of confinement is ordered or not, conviction reflects unfavorably upon the Company, other employees, or upon the employee involved.
32. Resale of any Company property acquired through the employee sales yard.
33. Unauthorized or improper use of Company communications equipment.

In addition to these general rules, for personal conduct, special department rules will supplement these and are applicable to all employees working in that department.

SUPPLEMENTAL AGREEMENTS

by and between
Courtland Mill of Champion
International Corporation
and
United Paperworkers and
International Union
AFL-CIO and
Locals 193, 1137 & 1161

GENERAL AGREEMENTS

MEMORANDUM OF AGREEMENT

TEMPORARY VACANCIES

When a temporary vacancy occurs on a shift, the shift Supervisor must exercise sound judgment in determining whether or not the vacancy needs to be filled. Such judgment will be based solely upon relevant operating factors such as the anticipated workload for the shift, running condition of the equipment in operation, and consideration of the crew needed to perform the necessary work.

All permanent jobs which are required to be staffed will be scheduled to be filled prior to the start of each work week in accordance with Section XIII of the Labor Agreement.

COMPANY: C.W. Adams	Union: Darrell Fuller
Don Jones	Harry V. May
	Marshall Carter

MEMORANDUM OF AGREEMENT

In exchange for agreement and support of productivity and team concepts no employee on the payroll at the time of ratification will be laid off from the Mill as a direct result of the implementation of such concepts.

The Company agrees that reductions in the bargaining unit which might result from implementation of these concepts will be handled by attrition.

Excluded from the above understanding are any reductions caused by market conditions, capital projects, shutdown of equipment or machinery, or other conditions beyond the control of the Company.

Company: C. W. Adams	Union: Darrell Fuller
Don Jones	Harry V. May
	Marshall Carter

Memorandum of Agreement

In the event Locals 1161, 1137, and 193 combine to form one Local with a full time president servicing only Champion employees, the compa-

ny will provide the following benefits on the same basis as provided to regular employees.

- Life Insurance
- Supplemental Life Insurance
- Dental Insurance
- Pension
- Optional Accident Insurance
- Medical Insurance

Temporary disability insurance will not be provided. However, if the Local president leaves his position and returns to regular employee status, he will then be eligible to receive disability payments.

The Company will pay for vacation earned in the year prior to taking office. During the first year after returning as a regular employee, the Company will grant the employee time off without pay in accordance with the vacation schedule in Section X of the Labor Agreement. Any compensation for this time off will be provided by the Union.

To be eligible for the above benefits the Local president must have been a regular Champion employee at the time of installation.

In the event an employee serves as president, a leave of absence must be requested. The leave will be granted provided the request in writing is received prior to the posting of the weekly work schedule for the week in which the leave is to begin. Leaves will be for a maximum of two (2)

years. Extensions will be granted if requested. Should a permanent promotion become available when an employee is on such leave of absence, he shall be entitled to the promotion. If he does not accept the promotion at the end of his term in office, the employee who accepts the promotion and goes ahead shall forever remain ahead. Seniority shall accrue during the leave of absence. The Company shall be notified at least two (2) weeks prior to the end of the leave of the employee's intent to return.

Company: C.W. Adams Union: Darrell Fuller
Don Jones Harry V. May
Marshall Carter

MEMORANDUM OF AGREEMENT

OCTOBER 15, 1989

FIRE BRIGADE

It is the intent of this agreement to provide for the selection and service for fire brigade members in order to enhance the capability for a stable, well-trained fire brigade for the protection of life and property at the mill.

1. Shift maintenance mechanics are the nucleus of the fire brigade and are required to participate.

2. Volunteers will be accepted from operating and staff departments. Their supervisor will determine how many from each shift will be allowed to volunteer.

Several may volunteer and train but only one or two may be released to answer normal fire calls. In the event of a major emergency, all volunteers may be released to answer the second and subsequent alarms. Volunteers must commit to a minimum of one (1) year service.

3. Volunteers will be accepted for the Courtland Mill Hazardous Materials Response Team. All volunteers for the Hazardous Materials Response Team must be active members of the fire brigade or willing to join the fire brigade and meet minimum qualifications.
4. Members must meet minimum physical requirements to participate in fire brigade training and perform structural fire fighting.

Company:

Union:

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

**BY AND BETWEEN COURTLAND MILL OF
CHAMPION INTERNATIONAL CORPORATION
AND UNITED PAPERWORKERS INTERNATIONAL
UNION AFL-CIO AND ITS LOCALS 193, 1137,
1161**

The Company and the Union agree that in case of an employee who becomes permanently unable to perform the duties of his job due to injury resulting from an industrial accident, the employee will be given an opportunity to transfer to another job of equal or lower pay which his disability would permit him to do, for which he is qualified with ordinary and minimal training, and providing he has greater Mill Seniority than the employee he is displacing. Such cases will be dealt with on an individual basis between the Company and the Union.

The Company agrees to notify the Union should such a case as described above occur.

An employee transferring to a job having a lower rate of pay will be given rate retention as follows:

1. The employee's rate of pay will be protected for a period of six (6) months beginning with the date he is placed in the lower rated job.
2. If after six (6) months the employee continues to be permanently assigned to a lower rated job, his protected rate will be reduced one-half (1/2) of the difference between the

rate of his former job and the rate of the job to which he is presently assigned, for an additional period of up to six (6) months or until he occupies a job of equal or higher rate.

3. After twelve (12) months the employee will receive the rate of the job he is actually performing.

The above agreement is contingent upon ratification.

Company:

Union:

SUB-FOREMAN STATEMENTS

The following relating to Sub-Foreman (Set-up Foreman) are added to the Supplemental Agreements Booklet as a result of 1980 Contract Negotiations and are applicable to all Mill Departments except Department 430 (Maintenance):

A bargaining unit employee set-up to Sub-foreman will continue to have and to accrue all benefits he/she has as a bargaining unit employee during the time he/she is set-up to Sub-foreman.

A bargaining unit employee set-up to Sub-foreman will have full recourse to the Grievances and Arbitration procedure during the time he/she is set-up to Sub-foreman, except in the case of (1) his/her rate of pay in excess of his/her regular hourly rate in the bargaining unit, and (2) the Company's right to select who is set-up to Sub-foreman, and the duration of the set-up.

A bargaining unit employee set-up to the non-bargaining unit job of Sub-foreman (or Set-up Foreman) will be subject to the provisions of Paragraph 3, "Loss of Seniority" (Section VIII, "Seniority"), and specifically that paragraph which deals with an employee promoted or transferred to a position outside the bargaining unit for longer than six (6) months. In the event a bargaining unit employee should be set-up to Sub-foreman for longer than a continuous six (6) month period. The Company agrees that the applicable provisions of this part of the Labor Agreement would apply.

The Company will continue its current practices relating to scheduling employees set-up to Sub-foreman for full work weeks. In the event that an employee is on scheduled set-up to Sub-foreman for a continuous period of one work week or more, he/she will not be returned to a bargaining unit job on his/her scheduled days off during that period in such a manner as to deprive other employees of overtime.

The Company will not schedule on the posted weekly work schedule an employee to work consecutive shifts as a Sub-foreman and in a bargaining unit job.

It is the Company's intention of have an employee (or employees) on each shift who can be set-up to Sub-foreman. The Company recognizes that it is desirable to whenever possible utilize on Shift as Sub-foreman on that shift. The Company intends to work toward this objective.

STATEMENT OF UNDERSTANDING

SECTION XXXIV

PRODUCTIVITY AND CREW CONCEPTS

(1) ".... his job is not operating"

- (a) If there is more than one employee in a job classification and one employee is re-assigned while the remaining employee(s) continue to work, that does not mean his job is operating and his presence is required.
- (b) Although functions may continue which do not require the constant presence of an employee, and periodic tasks or duties are performed by other members of the crew,

that does not mean his job is operating and his presence is required.

(2) "... displace ..."

An employee does not "displace" another employee if he is assigned to a job in another progression line or department which otherwise would have to be filled at the over-time rate.

(3) "... assisting each other ..."

If there are tasks or duties which can be performed by a single employee, the crew concept does not require more than one employee to perform the task or job.

WAIVER OF PROMOTION ("FREEZING")

During discussion of Section VIII, paragraph 5 (p-11), and specifically that part concerning waiver of promotion ("freezing"), it was agreed that the following will apply:

- a. "Permanent Promotion" as used in this provision means moving from one job classification to the next higher job classification by permanent promotion. It does not mean moving by seniority with in the same job classification.

- b. When an employee indicates his/her desire to "freeze", the "freeze" will not become effective until a meeting has been held with the employee, a Union official, and the employee's supervisor. The consequences as well as the mechanics of "freezing" will be explained to the employee, and all parties will sign the "freeze" form.
- c. A standard "freeze" form will be developed for the entire mill.
- d. The current practice of allowing another employee "freeze" in a classification due to a medical condition even if there is already a "frozen" employee in the same classification will continue. As is now the practice, however, the reverse of the above will not be permitted, i.e., if there is an employee "frozen" due to a medical freeze, another employee will not be allowed to "freeze" due to personal preference.
- e. For a "freeze", an employee must provide medical evidence of his/her inability to set-up/be promoted to the next higher job. Also, to "unfreeze", the employee must first provide medical evidence that the medical limitation(s)/restriction(s) no longer apply, then one person must move around his/her by permanent promotion.

WAIVER OF PROMOTION

SECTION VIII, paragraph 5 of the Labor Agreement: "When an employee in a line of progression refuses a promotion, either temporary or permanent, or for training purposes, he must put his refusal in writing which forfeits his right to that promotion until one (1) employee moves around him in the line of progression by permanent promotion. In no case will more than one (1) employee in a given classification be allowed to decline promotion. Employees who are unable to accept a promotion due to physical disability will be handled on an individual basis."

I, _____, in accordance
(Employee) - PLEASE PRINT

with the above provision of the Labor Agreement, *desire to waive promotion to the next higher job.* I understand that this waiver includes temporary set-ups and set-ups for training in addition to permanent promotion.

This Waiver will be effective as of the date it is signed, and will remain in effect until one (1) person has been promoted around me by Permanent Promotion.

The above conditions have been explained to me, and by signing this form, I acknowledge that I understand and accept them.

Supervisor

Employee

For the Union

Department

Date

xc: Union
HRD
Department
Employee

02 05 96

SUPPLEMENTAL AGREEMENTS

by and between

Courtland Mill of Champion

International Corporation

and

United Paperworkers and

International Union

AFL-CIO and

Local 193

SOLUTION TO PROBLEM OF SENIORITY SET-UP IN FIBER PREP DEPARTMENT

- When a vacancy exists above a starting job, the most senior employee in the classification below will move to the vacancy (as per contract).
- Each line on the weekly work schedule will be considered as a classification.
- When a vacancy is known or will exist for 21 days or more there will be a seniority set-up between both lines of progression.
- **FROZEN EMPLOYEES** - The next most senior employee that is behind the frozen employee (whether in the Pine or Hardwood Woodyard) will move behind that employee in order to receive set-ups.

MEMORANDUM OF AGREEMENT MARCH 15, 1993

This Memorandum of Agreement by and between Champion International, Courtland Mill (hereinafter referred to as the "Company"), and the United Paperworkers International Union (UPIU) and its Local Union 193 (hereinafter referred to as the "Union"), concerns the redesign of the Woodyard Department at the Courtland Mill and is intended to amend the Labor Agreement as set forth below.

The redesign of the Woodyard as contained in the "Fiber Prep Redesign" document dated March 15, 1993, is incorporated into this Memorandum by reference, and is hereinafter referred to as the "Document". Changes agreed to at the meeting between the Company and the Union on March 22, 1993, will wherever appropriate, be incorporated in the Document, and the Document as revised will then become the Document in this Memorandum. These changes are listed on Exhibit I, attached.

The Woodyard Department is herewith renamed the Fiber Prep Department, and all references in the Labor Agreement to Woodyard are understood to now refer to Fiber Prep. Further, Appendix "A" and "B" in the Labor Agreement are herewith changed to reflect the new pay structure and new organization in the Fiber Prep Department as set forth in the Document. These changes will become effective March 29, 1993.

The Memorandum of Agreement appearing on page 100* of the Labor Agreement is herewith changed to read as contained on Exhibit II attached.

It is agreed that throughout the Document no provision shall have the effect of reducing the base rate of any employee. It is agreed that the Variable Compensation Guidelines discussed at the meeting will be reviewed by the Steering Team, and should any problem(s) arise with their adoption, the problem(s) may be referred to the

* Page 100 refers to 1990 - 1995 contract

mill Change Forum for resolution. It is also agreed that the "Recommendations", Appendix "D" of the Document, will be reviewed by the Steering Team, and, once consensus is reached by the team, appropriate action(s) will be taken regarding implementation, timing, etc. It is the intent of the parties that unanticipated and unresolved issues relating to the Redesign be taken up by the Steering Team, and, if necessary, then referred to the Change Forum.

It is the intent of the parties that any apparent inconsistencies whether in the Document or between the Document and the Labor Agreement, be resolved consistent with the Redesign itself.

FOR THE COMPANY

Charles W. Adams

FOR THE UNION

Emory Barnette

Danny Morris

TO: Jimmy Griffin
Bill Woodward

From: A.J. Rhodes, Jr.

Subject: PULP MILL OVERTIME LIST

Effective May 1, 1974, a record of the overtime worked by the Pulp Mill personnel will be kept and used in an effort to equalize overtime among all personnel. Following is the procedure which will be used in monitoring this overtime.

1. This agreement is with the explicit understanding that the provisions of Section 8 of the Labor Agreement will continue to be followed in filling all temporary vacancies.
2. Overtime lists will be posted monthly.
3. This list will include all overtime hours actually worked, scheduled and unscheduled, and all overtime hours refused, but will not include the two hour call time pre mium hours, six-day week overtime, no Sunday premium time. All hours overtime refused will be listed separately followed by "R" to show refusal.
4. Refusal to work overtime will be charged the same number of hours that would have been worked.
5. The low man on the list will be used on all holdovers and call-ins; extra work overtime,

except when operation help is needed the man from the classification needing help will be used.

6. On call-ins for extra work overtime, the incoming shift low man will be called first, proceeding up the incoming shift list. Then the off shift will be called beginning with the low man and moving up the list.
7. The overtime list, rules, and applications will be open for discussion to change if problems develop.
8. When employees change shifts, the amount of overtime hours charged to him will be carried to the new shift and he will fit in where the amount of hours place him.
9. Overtime will be equalized by shift and not by department.

Sincerely,

A.J. Rhodes, Jr.

/rh

FIBER PREP DEPARTMENT OVERTIME

As the result of a vote by employees in the Fiber Prep Department that were counted on June 8, 1995 at the Union/Management Leadership Team meeting, the following changes were agreed to in the current Labor Agreement.

- 1. Temporary Vacancies** - The contract language is clear with respect to the filling of temporary vacancies. We intend to follow this language exclusively. This means that when overtime is needed to fill a temporary vacancy the on-shift employee will be offered the overtime. If he/she declines, then the other steps for filling a temporary vacancy in Section VIII, Part 5 of the Labor Agreement will be used. If the vacancy can not be filled in this manner then the employee on shift will remain at his post, as specified, and work the extra shift. The Company does not intend to go against what is specified in the Labor Agreement for filling these temporary vacancies.
- 2. Unclassified Overtime** - It is agreed that an overtime list will be kept by shift for all bargaining unit employees in the Fiber Prep Department. When unclassified work requiring overtime develops, the overtime will be offered to the off - going shift based upon the overtime list only if the work or job can be completed in four (4) hours or less. (Employees are restricted from working over

16 hours in any 24 our period except in cases of emergency.) If the unclassified work is for more than four (4) hours, then the overtime will be offered first to the shift on short break based upon the overtime list. Hours worked will be recorded on the overtime list for employees who work. Hours refused will be charged double for employees refusing the overtime.

If the unclassified work cannot be filled by the above method, the junior employee(s) needed to do the work will be required to stay and work the overtime. However, no employee will be required to work more than two consecutive calendar days for unclassified overtime. In the event that an employee(s) is/are needed for a third consecutive calendar day for such work, the next senior employee(s) on shift will be required to work the unclassified overtime. For example, if the reserve on shift is required to stay and work unclassified overtime on Monday and Tuesday, unclassified overtime on Wednesday that cannot be filled on a voluntary basis will be filled by the next least senior person above the reserve.

SUPPLEMENTAL AGREEMENTS

by and between

Courtland Mill of Champion

International Corporation

and

United Paperworkers and

International Union

AFL-CIO and

Local 1137

MAINTENANCE OVERTIME PROCEDURE

Overtime will be divided equally as practicable among the qualified employees within a given classification over a reasonable period of time.

A Company-Union Committee will meet at least quarterly to discuss any problems with the Guidelines, and develop and recommend solutions. All recommendations and changes will be subject to Local 1137 and management approval. Additionally, the Committee will merge and maintain all Guidelines into one living document.

SUB-FOREMEN

The following statements relating to Sub-Foremen (Set-up Foreman, Planner/Relief Foreman) are added to the Supplemental Agreements Booklet as a result of 1980 Contract Negotiations and are applicable only to Department 430 (Maintenance):

A bargaining unit employee set-up to Sub-foreman will continue to have and to accrue all benefits he/she has as a bargaining unit employee, during the time he/she is set-up to Sub-Foreman.

A bargaining unit employee set-up to the non-bargaining unit job of Sub-Foreman (or Set-up Foreman) will be subject to the provisions of Paragraph 3, "Loss of Seniority" (Section VIII,

"Seniority"), and specifically that paragraph which deals with an employee promoted or transferred to a position outside the bargaining unit for longer than six (6) months. In the event a bargaining unit employee should be set-up to Sub-foreman for longer than a continuous six (6) month period, the Company agrees that the applicable provisions of this part of the Labor Agreement would apply.

The Company agrees to make the letter referred to by the Union dated July 13, 1972, authorized by Jack Colson, a part of the Local 1137 Supplemental Agreements.

The Company further agrees to include in the 1137 Supplemental Agreements the current practice relating to Set-up Foreman (Sub-foremen), i.e. Set-up Foremen (Sub-Foremen) not working as Mechanics during the 24-hour period beginning at the time they are set-up.

In the event a bargaining unit employee is set-up to Sub-Foreman, any overtime hours worked while serving as Sub-foreman will be charged against that employee on the Overtime List.

Date: January 24, 1981

For the Company:

W. B. Grubbs
Jack Colson
Billy Chancellor

For the Union:

Edward E. Harrison
James A. Messer

TOOLROOM ATTENDANT

The Tool Room Attendant's job is defined as handicapped by criteria set forth by the Department of Labor under Section 503 of the 1974 Act. The Company will not utilize this job as Multicraft Mechanic, Mechanic E or Trainee, and there will be no progression into or out of this job.

If a vacancy were to occur in this job, it would most likely be filled by outside hire. To be considered for this job, a person would have to have a basic mechanical background, plus meet the requirements of the Handicapped Act. However, in the event a present employee meets the requirements stated above, the present employee will be placed in the job before the job is filled by outside hire.

In the event a regular mechanic A-E should become permanently disabled, due to sickness or injury, work related or not and is no longer able to perform the duties of a maintenance mechanic, he shall be permitted to displace the least senior Tool Room Attendant, providing he has greater mill seniority than the least senior Tool Room Attendant, and providing that the nature of the disability is such that he can physically perform the duties of the Tool Room Attendant. It is understood that in the event a mechanic displaces a Tool Room Attendant, that he shall receive the rate of pay of the Tool Room Attendant.

An employee displaced will follow the Reduction in Workforce language of Section VIII of the Agreement. If, necessary, the Company and the Union will review jobs the employee maybe able to bump to determine if reasonable accommodation(s) can be made.

Mechanics who are temporarily disabled and who are temporarily unable to perform the duties of their job will be allowed to come in to work on light duty. It is understood that a decision shall continue to be made on each individual case based on the medical limitations of the affected mechanic and that mechanics who are allowed to work in this way may be assigned to perform the duties of the Tool Room Attendant as well as other duties which his medical limitations allow him to perform. However, the criteria in making a decision regarding a return to work on light duty shall be the same in all cases. In a case where a mechanic is assigned to the tool room duties, he will not displace the Tool Room Attendant, but will be used in addition to him.

NEW MECHANICS ON SHIFT

SHIFT MECHANIC

A Maintenance Mechanic will be allowed to work shifts after he has completed twelve (12) months of service in the Maintenance Department.

ALTERNATE MAINTENANCE SHIFT SCHEDULE

If during the term of the agreement the Company decides to establish a maintenance shift schedule other than a Monday - Friday day schedule or the rotating shift maintenance schedule, the Company will meet with the Union to discuss all matters. The base rate of compensation for people working such schedules shall be the same as that being paid to rotating shift maintenance.

To: Ed Harrison Date: April 7, 1980
From: Bill Grubbs
Copies to: C. Adams
 J. Colson
Subject: FIRE BRIGADE INCENTIVE

This letter is written to advise you that the fire brigade incentive is \$15.00 per hour for each schedule meeting or training session attended by a fire brigade member. This incentive pay is in addition to regular pay.

Bill

/mb

MATERIAL HANDLER OVERTIME

- A. Temporary vacancies in the MH01 and MH02 job classification will be filled in accordance with the provisions of Section VIII of the Labor Agreement.
- B. Overtime* will be divided as equally as practicable among the qualified employees. For the purpose of keeping the MH01 and MH02 job classifications overtime as equal as practical, the MH01 and MH02 jobs will be maintained on the same overtime list.

Recognizing that shift workers may accumulate more overtime through temporary vacancies, the Company will allow employees in the classification to select each six (6) months, on January 1 and July 1 of each year, a seniority basis, shift work in the warehouse and/or day work bumping less senior members of the classification to the other job.

- C. The overtime list, showing the accumulated overtime and ranking of each material handler, will be posted in the warehouse and in the material handler office daily.
- D. All overtime hours worked will be charged to the person working.
If a person declines overtime they will be charged twice the hours declined.
Contact with any party at the telephone

number provided by the employee will qualify the call for declined overtime hours.

E. After each person on the overtime list has refused or after the unsuccessful attempt to contact each person for call in, then the low person(s) present at the Mill will be frozen over to complete the overtime job.

F. All past and present agreements regarding overtime except those in the "Labor Agreement", either oral, written, or implied, are hereby canceled.

In agreeing to this change, it is understood that the Company will incur no financial liability as a result of errors in implementing this change, but the Company does agree to correct any error in charging when brought to its attention.

* All overtime is considered extra work except the requirements for schedule shift work in the warehouse.

G. When on vacation, time will remain the same. For overtime purpose, vacations will begin after your last scheduled day of work.

H. When off a period of greater than two (2) weeks (10 working days) other than vacation, overtime will be averaged in the following manner: Add all hours and divide by the number of persons on the overtime list.

For the Company:
Don A. Stephens
Don J. Jones

For the Union:
Edward E. Harrison
Bill Terry

MEMORANDUM OF AGREEMENT

There shall not be any jurisdictional work assignment restrictions between the Materials Department, Storeroom, and Mill Service Crew.

Company:
C. W. Adams
Don Jones

For the Union:
Darrell Fuller

MEMORANDUM OF AGREEMENT

Day Maintenance Mechanics may request permission to be excused from work on scheduled work holidays. Depending on operating and maintenance needs of the Mill, permission may or may not be granted. In certain situations all Mechanics may be required to work and in certain situations all Mechanics requesting to be off may be excused from work.

Sincere efforts will be made to reach an accommodation between the needs of the Company and the requests of the day Mechanics. The above understanding is not applicable to work holidays adjacent to any Mill outages.

Company:
C. W. Adams
Don Jones

Union:
Darrell Fuller

MEMORANDUM OF AGREEMENT

December 13, 1995

This Memorandum of Agreement by and between Champion International ("The Company"), and the United Paperworkers International Union, UPIU, and its Local Union 1137 ("The Union"), concerns a trial period for 12-hour shifts in the event there is sufficient interest in the Maintenance Department during the term of this Agreement, to go the 12-hour shifts for shift Maintenance. The following shall be applicable to a trial of 12-hour shifts:

- 1. A minimum of 75% of all Mechanics must request the trial of 12-hour shifts.**
- 2. A trial will be for a six (6) month period, and will apply only to Shift Maintenance. Either party may then terminate the trial by giving two (2) weeks notice.**

After the six (6) month trial is over, a vote will be taken by the Union to either remain on 12-hour shifts or return to the present schedule. A simple majority of more than 50% will decide this issue.

- 3. The Company and the Union will jointly develop guidelines to be followed during the trial. All guidelines must meet the primary criterion for 12-hour shifts, i.e., be cost neutral.**

4. Issues arising during the trial which are not covered by the Labor Agreement, will be referred to the 12-Hour Shifts Committee for resolution.

FOR THE COMPANY

FOR THE UNION

MEMORANDUM OF AGREEMENT

December 13, 1995

This Memorandum of Agreement covers the staffing of the PDM Crew.

Five year bid period - retroactive from the date that the employee enters the crew.

An employee cannot be bumped from the crew for this five (5) year period.

The employee also forfeits his bid rights for this time five (5) year period.

Employees will bid into the crew based on seniority.

A six (6) month grace period will continue to be provided for those that bid into the crew.

If an employee comes out of the crew prior to the first six (6) months, the Company will place him in another crew for the rest of that year.

The employee will regain his bid rights for the next year.

The analyst that would have been bumped out of the crew would continue to work in the crew the remainder of that year. The next bid process would then determine if he stayed in the crew.

If an employee asks to come out of the crew after the six (6) months grace period (excluding hardship cases or grade related issues) the employee forfeits his bid rights for the portion of the five (5) years that remain. This employee will be given a "Preference Sheet" in lieu of a "Bid Sheet" for each of the remaining years. The Company will have the right to place the employee in a day crew as with a "less than two (2) year employee".

If an Analyst is bumped from the crew, he will remain in the crew for twelve (12) months or ample time to train the new Analyst. The Analyst that gets bumped from the crew can bid back into the crew in the future if his seniority allows it.

The academics courses are a requirement for remaining in the crew. A passing grade must be obtained in each course.

The PDM Committee will review and develop contract language to address future issues in the

program (i.e., Complex Analysis, Quality Assurance Program, Human Resources issues within the crew, etc...) and future language developed will be subject to approval by Local 1137.

The PDM Committee consists of the following: Gordon Appleton, Scotty Evans, Ray Boston, Terry Thomas, Tris Peck and Darrell Fuller or the President and Vice-President of Local 1137 if different than those listed above.

Charles W. Adams

Emory Barnette

THE COMPANY

THE UNION

MEMORANDUM OF AGREEMENT

December 13, 1995

MAINTENANCE TRAINING CO-ORDINATOR ASSIGNMENTS

1. TERM OF CO-ORDINATOR:

Two (2) year term at time of election of officers.

2. WAY OUT FOR CO-ORDINATOR:

- A. Co-ordinator notifies the Training Committee in writing of his desire to leave the Co-ordinator assignment.

- B. New Co-ordinator selected by body for remainder of term.
- C. Former Co-ordinator returns to seniority bid slot.

3. CO-ORDINATOR SELECTED:

Body selects a new Co-ordinator from those who have submitted their names in writing prior to posting of the election. Special election held if necessary.

4. TRAINING NEW CO-ORDINATOR:

If vacancy occurs at normal election time, old Co-ordinator stays until new Co-ordinator officially takes the job. New Co-ordinator will start training assignment immediately working with the existing Co-ordinator.

5. REMOVAL OF CO-ORDINATOR FROM ASSIGNMENT:

The Training Committee may recommend to the body that an existing Training Co-Ordinator be replaced if investigation, consideration and other efforts fail to correct the problem.

6. HOW INDIVIDUAL INDICATES INTEREST IN TRAINING CO-ORDINATOR POSITION:

- A. Interested parties obtain application form from Training Committee.

- B. Training Committee meets with interested individuals to go over job and answer questions.
- C. Those still interested submit completed application to Training Committee.

THE COMPANY

THE UNION

MEMORANDUM OF AGREEMENT

December 13, 1995

This Memorandum of Agreement between Champion International Corporation and the UPIU and its Local Union 1137 concerns the staffing of HVAC Maintenance in the Maintenance Department. The following are applicable to this staffing:

1. After the initial placing of the three (3) slots it will be bid every two (2) years.
2. At present the HVAC Crew consist of eight (8) slots five (5) of those presently filled by HVAC Mechanics who certified in March 1994.
3. The Company has agreed to keep those eight (8) slots filled at all times (even if having to force).

4. If the eight (8) slots are maintained this gives some mechanics a chance to move out and others to move in.
5. HVAC Certification is not a requirement to bid to HVAC Crew, but it is a requirement to stay there.
6. Realizing that shortly after you get in that crew, certification has to be achieved or you will be removed.
7. Because the law is clear (anyone handling freon) must be certified.
8. If for some reason you don't pass the first certification test. After six (6) weeks. You will be given the test again you must pass that one.
9. The training will be done through the Maintenance Training Program. There will be on the job training also.

FOR THE UNION

FOR THE COMPANY

OVERTIME PROCEDURES - STOREROOM

The Committee, after an affirmative vote by the Storeroom Hourly Employees, recommends the following be accepted by the Company and UPIU Local 1137 and made a part of the Labor Agreement. The following procedure for filling overtime has also been reviewed by Materials Department Management and agreed to as represented by their signatures.

1. All overtime will be divided as equally as practical among the qualified employees within a classification.
2. All overtime will be offered in accordance with a weekly overtime list.
3. (a) Three (3) people constitute a crew, with the 3rd person asked being Crewleader, excluding the shift person for extra work.
(b) For outages, a minimum crew should be looked at based on the total needs of the outage.

SHIFT VACANCIES

MONDAY - FRIDAY

4. 7:00 a.m. - 7:00 p.m. It is understood that management has the right to fill the vacancy or not. If the vacancy is filled it will be offered to the low available shift man first, then will be offered to the low day shift

employee. If there are no volunteers, then the low day shift employee will be required to fill the vacancy.

If the vacancy is not filled, (first 8 hours), then the oncoming shift clerk will be offered to fill the last four (4) hours of this vacancy. If that person turns the vacancy down, then it will be offered to the low available shift employee. If there are no volunteers, it will be offered to the low day shift employees. If there are still no volunteers, then the low day shift employee will be required to fill this vacancy.

5. In an instance where a Crewleader and the day shift person are both out on the same day and the senior person on days is also the low person on the overtime list, this person can choose either vacancy to be filled, with the other vacancy being filled as per the agreement aforementioned.
6. Employees will be charged for hours worked on the overtime list.
7. When a person is off work two (2) weeks (10 working days) or more, other than vacation, that person assumes the same position on the overtime list as they had prior to being off. The hours will be adjusted to one hour less than the person below them on the overtime list.
8. Shift overtime will be administered by the current procedures that are in place per the letter dated September 25, 1991.

OUTAGES - EXTRA WORK

MONDAY - SUNDAY

1. 7:00 a.m. - 7:00 p.m. will be offered to low day shift employees first, then will be offered to low available shift employees, if necessary. If there are no volunteers, then the low day shift employees will be scheduled.
2. 7:00 p.m. - 7:00 a.m. Low available shift employee will be scheduled, if the employee is unable to work the schedule then it will be offered to the next available shift employee, then to the low day shift employees. If there are no volunteers then the scheduled employee will be required to work it.
3. For day shift employees all outages to be filled daily.

Any questions should be addressed to the Storeroom Overtime and Contract Language Committee.

VACANCY FILLING - CREWLEADER, STOREROOM

The Committee, after an affirmative vote by the Storeroom Hourly Employees, recommends the following be accepted by the Company and UPIU Local 1137 and made part of the Labor Agreement. The following procedure for filling

Crewleader, Storeroom (SM01), has also been reviewed by Materials Department Management and agreed to as represented by their signatures.

1. The vacancy will be offered to SM02 working day shift in order of seniority (excluding shift person).
2. It should not be necessary to sign a wavier to refuse a setup for less than 21 days.
3. In the event no one accepts the temporary set-up, the junior person working day shift will be forced to take the set-up, provided he has 18 months experience minimum in the Storeroom.
4. When an employee is set-up to crewleader, he stays setup for 24 hours, except for purposes of call-in per contract Section VIII, Page 14.
5. When an employee sets up to crewleader and the permanent crewleader is scheduled 12 hours that day, the setup man is not offered this 12 hour scheduled shift regardless of his position on the overtime list. The schedule takes precedence.
6. When overtime is available at the end of the 8 hour day shift, it will be offered to the Low Crewleader on the overtime list.

FOR THE UNION

Emory Barnette
Bob West (SM02)
Royal Jones (SM02)
Tim Agee (SM02)
Roger Tate (SM02)

FOR THE COMPANY

Charles W. Adams
Gene Brooks
Perry Douglas

TO: Addresses Date: May 23, 1994
FROM: Phil Hendrix and Hank Livingston Subject: Distributed Control Systems

Because distributed control systems, by their very nature, demand the involvement of E&I craftsmen, instrument engineers, and systems engineers, as well as operating personnel to keep them performing at their best we will try to describe the method by which we should all work together to achieve this with minimum disruption in teamwork.

While each group has areas of primary responsibility (see attached) all parties recognize the inability to draw hard and fast lines which can never be crossed by the other. Each group has a desire to learn as much as they can about the entire system and to do whatever is required to keep it performing at its best.

All parties subscribe to two cornerstones absolutely required to produce a good product and harmonious team work. These are COMMUNICATION and DOCUMENTATION. If each group goes out of its way to communicate to the other groups what it is doing, what it's already done, and what it's thinking about doing, conflict can be avoided. By the same token, we cannot overemphasize the importance of keeping all documentation current to the day when making even the most insignificant change.

If each group lives by a creed of documentation and communication our I/A systems can be one of our most competitive advantages and at the same time we can have good relations and an environment where significant opportunities to learn exist for all.

It is equally important to remember that reduction in process variability, is a primary goal of Systems Engineering, E&I maintenance crews, and instrument engineers and cannot be achieved without cooperation between E&I craftsmen, systems engineers, and instrument engineers in solving both DCS and field element problems. Each group has something to contribute and to gain up front. Communication and working together can minimize the time required to achieve the desired results.

Phil Hendrix

Hank Livingston

/kt

xc: All E&I Personnel J Tucker G Lavender Staff (4)
All Systems Engineers B Jones J Scott

I/A SYSTEM PRIMARY RESPONSIBILITIES**E&I Craftsmen:**

- Field Instrumentation
- Ladder Logic
- Regulatory Control
- I/A Hardware Maintenance

Systems Engineers:

- Supervisory Control
- Alarm Packages
- Operating Human Interface
- P.I.M.S. Interface

E&I Engineers:

- System Configuration
- Human Interface to Maintenance
- Maintenance Support
- Control Loop Installation & Checkout

Joint Responsibilities:

- Documentation
- Variability Reduction
- System Administration (hard drive, backups, environments)
- Startup Coverage

SUPPLEMENTAL AGREEMENTS

by and between

Courtland Mill of Champion

International Corporation

and

United Paperworkers and

International Union

AFL-CIO and

Local 1161

MEMORANDUM OF UNDERSTANDING & AGREEMENT

**BY AND BETWEEN COURTLAND MILL OF
CHAMPION INTERNATIONAL AND UNITED
PAPERWORKERS INTERNATIONAL UNION AFL-
CIO AND ITS LOCAL #1161**

This will confirm the understanding and agreement reached by the parties concerning the filling of temporary vacancies in the #33 Biwinder and Roll Wrap line of progression:

1. For scheduling purposes only, the eight Biwinder Operators and eight Biwinder Assistant Operators will be assigned to one of the two Biwinders each week (one per shift in each classification assigned to each Biwinder).
2. In the event of a temporary vacancy on shift, such vacancies shall be filled by shift set-up on the shift (and on the Biwinder where the vacancy exists) in accordance with the provisions of Section VIII, Part 5 of the Labor Agreement. For example, if the South Biwinder Operator is absent, the South Assistant Operator will be set-up to Operator, the Roll Wrap Operator will be set-up to South Biwinder Assistant Operator, etc.
3. When overtime is required to fill the temporary vacancy, the following procedure will be used:

- a) The employee who is not relieved will have preference to work the next shift. Regardless, he shall remain at his post until a substitute is secured and, if necessary, he will work the extra shift. Relief for the Operator and Assistant Operator will be considered the employee assigned to a particular Biwinder (North or South) in that classification.
- b) For the Operator and Assistant Operator Classifications, if the employee not relieved does not choose to work the extra shift, the employee in the corresponding position on the same shift as the employee not relieved will be given the option of working the extra shift. For example, if the Assistant Operator on the South Biwinder is not relieved and does not choose to work the extra shift, the Assistant Operator on the North Biwinder on the same shift will be asked to work.
- c) The employee in the same classification (for Operator and Assistant Operator, assigned to the same Biwinder where the vacancy exists) who will be coming in on the next shift will be given next preference to work the shift.
- d) The employee in the same classification (assigned to the same Biwinder where the vacancy exists) who is on his scheduled day off will be given next preference to work the shift.

e) Finally, the shift may be split by the coworkers in the classification in which the vacancy occurs.

4. The assignment of the Biwinder Operators and Assistant Operators to one or the other of the Biwinders is for scheduling and over time purposes only, and not necessarily for work distribution. The procedure that has been followed since start-up for the operation of the Biwinders remains in affect.

NOTE: The above Memorandum is applicable to eight (8) hour shifts only.

Date: June 20, 1979

For the Company:

C. W. Adams
William B. Grubbs

For the Union:

Harry V. May

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BETWEEN CHAMPION INTERNATIONAL, COURT-
LAND MILL AND UPIU, LOCAL 1161**

In the event of a permanent vacancy in a classification immediately above the Baler Operator classification, the senior qualified Baler Operator

in the department will have the option of permanent promotion into the vacancy. In the event the senior qualified Baler Operator declines promotion, the other employees in that classification will be given the option in order of seniority. In any event the least senior qualified Baler Operator must accept the promotion. Any Baler Operator waiving his option for permanent promotion is still eligible to fill temporary vacancies per Section VIII of the current Labor Agreement. Seniority determination for promotion will be made using the provisions of this Agreement.

This memo of understanding applies only to the Warehousing and Shipping Department and specifically to the Baler Operator classification.

Date: September 18, 1979

For the Company:

For the Union:

William B. Grubbs
Jack Stoler

Elton Kimbrell
Travis Morris
J. W. Hill

**MEMORANDUM OF UNDERSTANDING AND
AGREEMENT
BETWEEN CHAMPION PAPERS, COURTLAND
MILL AND UPIU, LOCAL 1161**

The new job classification of Sweeper Operator is to be created in the Warehousing and Shipping Department and added to the jobs listed in

Appendix "A" and "B" of the Labor Agreement. The hourly rate of the job effective 10/01/79 is \$6.66.

There is a two-fold purpose in creating this new job. The first and most readily obvious purpose of this job is to provide a person to assist with clean-up work in the greatly expanded Converting and Shipping Department. The duties of this job are to drive the "Sweeper" and do other routine clean-up work. This job is not being created to eliminate a reserve job and would not be part of any line of progression. The second purpose of this new job is to provide a way to meet Affirmative Action Plan obligations in the area of employment of handicapped persons.

Due to the nature of the creation of this job, as it is being proposed, anyone filling this job must meet the criteria set forth by the Department of Labor in defining "Handicapped" under Section 503 of the 1974 Act.

Date: November 20, 1979

For the Company:

William B. Grubbs

For the Union:

Elton Kimbrell
Wendell R. Hefflin

CONVERTING/SHIPPING OVERTIME

Temporary vacancies in the Converting/Shipping Department will be filled in accordance with applicable provisions of the Labor Agreement. Temporary vacancies which must be filled on an overtime basis will be filled by the remaining employees working that job assignment in accordance with the applicable provisions of the Labor Agreement. Job assignments are attached as Exhibit I.

EXHIBIT I CUTSIZE

CS01 - Crew Leader

Lenox Crew Leader
No. 4 Will Crew Leader
No. 5 Will Crew Leader
No. 6 Will Crew Leader

CS02 - Operator Assistant I

Lenox Assistant Operator I
No. 4 Will Assistant Operator
No. 5 Will Assistant Operator
No. 6 Will Assistant Operator - North
No. 6 Will Assistant Operator - South

CS03 - Operator Assistant II**Lenox Assistant Operator II****No. 4 Will Packaging Operator - North****No. 4 Will Packaging Operator - South****No. 5 Will Packaging Operator - North****No. 5 Will Packaging Operator - South****No. 6 Will Packaging Operator****AGV Operator****CS04 - Packaging Assistant****Lenox Assistant Packaging Operator/Utility****No. 4 Will Assistant Packaging Operator****No. 5 Will Assistant Packaging Operator****No. 6 Will Assistant Packaging Operator****CS05 - Utility****Utility I****Utility II****CS98 - Reserve****ROLL FINISHING****RF01 - Roll Finishing Operator****No. 1 Beloit Operator****No. 2 Beloit Operator****No. 4 Stanford Operator****No. 6 Jagenberg Operator****No. 7 Jagenberg Operator****No. 9 Jagenberg Operator****No. 11 Jagenberg Operator****Roll Wrap Operator**

RF02 - ROLL FINISHING ASSISTANT

No. 1	Beloit Assistant
No. 2	Beloit Assistant
No. 4	Stanford Assistant
No. 6	Jagenberg Assistant
No. 7	Jagenberg Assistant
No. 9	Jagenberg Assistant
No. 11	Jagenberg Assistant

RF03 - Utility

Roll Wrap Assistant

RF98 - Reserve**WAREHOUSING****WH01 Crew Leader - Warehousing****WH02 - Warehouse Trucker**

Warehouse Trucker - 1

Warehouse Trucker - 2

Warehouse Trucker - 3

Warehouse Trucker - 4

Warehouse Trucker - 5

Warehouse Trucker - 6

Warehouse Trucker - 7

Warehouse Trucker - 8

Warehouse Trucker - 9

Five Day Trucker - 10

Night Trucker - 11

WH03 - Broke Handler**SC98 - Reserve****SHIPPING****SC01 Crew Leader - Shipping****SC02 - Trucker Loader**

Trucker Loader - 1

Trucker Loader - 2

Trucker Loader - 3

Trucker Loader - 4

Trucker Loader - 5

The following will be applicable to the Warehousing and Shipping Departments for extra work overtime. Extra work overtime in these two (2) departments will be assigned from an overtime roster. The extra work overtime will be filled by first asking the lowest overtime qualified employee on shift will be required to work the overtime. If it is necessary to call in employees for extra work, employees that are lowest on the overtime list will be called first. Extra work does not include taking inventories. Inventories may be scheduled. A record of extra work overtime will be maintained and once each two (2) weeks the overtime roster will be posted showing the relative position of each employee by shift from the highest to lowest. This ranking will be used until the next posting. Refused hours will be included in the overtime roster. Hours will be zeroed beginning the first pay period in January of each year. After the overtime list is posted it will be the responsibility of the Union to bring any mistakes to the attention of management within 24 hours after posting or by the end of the first scheduled shift of any employees returning to work after the posting. If no mistakes are brought to the attention of management the hours will be considered correct.

Refused hours will be charged according to the following guidelines:

1. When an employee is called, someone at home must be contacted before the employee can be charged the hours work available. If someone is contacted and the employee is

not home or does not want to come out to work, the employee will be charged the hours work available.

2. Employees on the overtime list that do not have a telephone on record with their supervisor will be charged the hours work available.
3. Any employee(s) offered the opportunity to work overtime hours and who is excused from working such hours by supervision for some acceptable reason, shall be charged the hours work available.
4. Any employee absent for a period of one (1) week or no more than four (4) weeks, any reason other than vacation, will remain in the same numerical position on the overtime list. Any employee who is off for more than four (4) weeks will be given the average of all truckerloaders when returning to work.
5. An employee on a seniority set-up will be given an average of the hours of the employees in that classification.

Hours will be changed according to the following guidelines:

6. All overtime hours worked and refused for all work which is made available as a direct result of use of the overtime list, will be charged to the employee working or refusing the overtime. His/her position on the overtime list will be determined by the sum of hours worked and hours refused for work coming from the overtime list.

To: Harry May Date: October 13, 1986
From: Charles Adams SUBJECT: LOCAL #1161 Issues
1986 Negotiations

This letter will confirm the Company's position on the local issues of Local 1161 that were included in the 1986 Negotiations Summary:

1. The Company agrees to modify vacation scheduling guidelines in Paper Manufacturing Departments only, to allow the scheduling of vacations by each shift. This is in response to Union Item No. 8 on the Union's proposal.

Please let me know if there are any questions concerning the above items.

cc: R. Kilpatrick
D. Jones
G. Prentice
G. Hayward
L. Skiles
B. Grubbs
W. Heflin
P. May

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN CHAMPION INTERNATIONAL, COURTLAND MILL AND UPIU LOCAL 1161

The following have been agreed to by the Paper Manufacturing 12-Hour Area Committee:

Recognizing that additional coverage must be provided for paper machine outages, the following procedure will be followed to insure the additional coverage.

1. **Volunteer List:** A sign-up sheet will be provided so that employees may volunteer to work during the outage. Employees will sign up for the outage by 8:00 a.m. Thursday of the week prior to the outage.
2. **Schedule employees for the Outage:** In the event there are not sufficient volunteers for the outage, employees may be scheduled in for the outage. In this case, every effort will be made to schedule in employees on their short break, but employees on their long break will be scheduled if other means are not sufficient to provide sufficient coverage for the outage.

PULP/RECYCLE DRY FURNISH GUIDE- LINES

12/15/95

Dry furnishing is the responsibility of Paper Manufacturing. The timing and number of employees required will be determined and coordinated by No. 31/32 Machine Supervision.

I. Dry Furnish on Shift

A. If dry furnishing is to be done and the Pulp Dryer is down, the Pulp Dryer crew will dry furnish. Vacancies in the Pulp Dryer crew will not be filled to dry furnish.

B. When dry furnishing on shift, Reserves/General Processors from throughout Paper Manufacturing will be used if the Pulp Dryer crew is being used on the dryer or enough crew members are not available. Reserves/General Processors from other areas must be utilized for shift set-up in their own areas first. In the case of outages and/or emergency situations, Reserves/General Processors may not be available for dry furnishing.

II. Dry Furnish on Overtime

A. When dry furnishing becomes necessary before the end of a shift and the Pulp Dryer is running, the following procedures will be followed:

If it becomes necessary to call people in for dry furnishing purposes, as many people as necessary will be called in. The overtime will go to people on the Dry Furnish Volunteer List from the No. 31/32 Machine Complex area first. Calling will be done in the following order: Short break crew in No. 31 Stock Furnish, then Pulp Dryer, then Chem Prep, then No. 31 Machine. If additional calls are necessary, the long break crew will be contacted in the same order as noted above.

- B. When dry furnishing becomes known before shift change, all members of the off-going shift on the Dry Furnish Volunteer List, will be offered/required to stay four (4) hours or until a dry furnish crew can be secured.
- C. If enough volunteers are not secured from the No. 31/32 Machine Complex area, volunteers will be called from a volunteer roster of other Stock Furnish crews. This roster will be posted in the No. 31/32 Machine Complex area. The volunteers called from the roster will be done in a rotating order from the short break shift first, then the long break shift second.

- D. If there are not enough Dry Furnish volunteers on the off-going shift and attempts to call in volunteers are unsuccessful, the necessary number of employees will be required to stay four (4) hours or until a dry furnish crew can be secured, starting in No. 31 Stock Furnish, then Pulp Dryer, then Chem Prep, then No. 31 Machine.
- E. If enough people cannot be secured through the volunteer list, the necessary number of people first contacted will be required to come in.
- F. People who have been called in to dry furnish will have first option to work up to 16 (sixteen) hours.
- G. If plans are to utilize reserves on the next shift to dry furnish, people on the Dry Furnish Volunteer List will be offered the opportunity to stay until the reserve(s) reports to the area.
- H. If operating conditions change in such a manner as to significantly change Pulp Dryer utilization, i.e. de-inking facility start-up, operations curtailment, etc., both parties will meet and review/revise, as necessary, these guidelines.

MEMORANDUM OF AGREEMENT

December 13, 1995

This Memorandum of Agreement by and between Champion International ("The Company"), and the United Paperworkers International Union, UPIU, and its Local Union 1161, concerns a trial of the alternate 12-hour shifts schedule in the Converting Department. If requested to do so, the parties agree to sanction a trial of the "4/3" schedule in Converting departments.

In the event of 75% of the employees in any of the Converting departments indicate their desire to go to the "4/3" schedule on a trial basis, the following will be applicable:

1. The actual date of the change from the current schedule to the "4/3" schedule will be determined so that employees will not work Sunday night shift and then Monday day shift.
2. Once a six (6) month trial is over, a vote will be taken by the Union to either remain on the "4/3" schedule, or return to the present schedule. A simply majority of more than 50% will decide this issue.
3. The Company will not be liable for any individual cases where an employee feels he/she is disadvantaged by the trial.

It is understood and agreed that this trial applies only to the Converting Department(s), and will not be used by any other department to trial other shift schedules, or to revert to an 8-hour schedule. The parties agree that issues arising during the trial, which are not covered by the Labor Agreement, will be referred to the 12-Hour Shifts Committee for resolution.

FOR THE COMPANY

FOR THE UNION

INDEX

Absence Reporting	45
Availability of Employees	47
Benefit Seniority	6
Bulletin Boards	53
Call Time	49
Changes or Modifications	3
Contravention of Law	60
Department Seniority	5
Discharge Questioned.....	33
Discipline of Employees & Record of Same	53
Emergency Work	61
Employee Benefits.....	60
Equal Employment Opportunity	2
Expansion Jobs	9
Fire Brigade Local 1137	120
Funeral Leave	58
General Purpose	1
Grievance Procedures	29
Holidays	38
Job Bid & Transfer Procedure	62
Job Seniority	5
Jury Duty	61
Leave of Absence	51
Lines of Progression (Appendix "B")	95
Loss of Seniority	7
Machine Clothing and Wire Change	50
Management Rights	64
Meals	53
Military Leave	52
Mill Seniority	5
No Interruption of Work	4
Overtime	41
Period	3

Permanent Promotions	10
Plant Visitations.....	62
Preamble	1
Probation Period	6
Productivity & Crew Concepts	65
Recall	27
Recognition	1
Reduction in Force	19
Report Time	49
Reserves	28
Rules of Employee Conduct (Appendix "D")..	110
Shift Differential	50
Shift Swaps	46
Signatures	71
Summer Students	55
Subcontracting	55
Sub-foremen	123
Sub-foremen Local 1137	139
Supervisors Working	55
Temporary Vacancies	12
Termination of Agreement	3
Training	67
Vacation Eligibility	34
Vacation - Incremental	36
Vacation Pay	36
Vacation Scheduling	35
Wage Rates (Appendix "A")	73
Waiver of Promotion	11
Work Schedules	43
Supplemental Agreements	
General Agreements	116
Local 193 Agreements.....	130
Local 1137 Agreements	138
Local 1161 Agreements	161